



TOWN OF MANSFIELD
TOWN COUNCIL MEETING
TUESDAY, October 11, 2005
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.

AGENDA

	Page
CALL TO ORDER	
ROLL CALL	
APPROVAL OF MINUTES	1
MOMENT OF SILENCE	
OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL	
PUBLIC HEARING	
1. Municipal Development Plan for Storrs Center	13
OLD BUSINESS	
2. Issues Regarding the UConn Landfill (Item #3, 09-12-05 Agenda)	15
3. Skate Park Proposal (Item #6, 09-12-05 Agenda)	35
4. Fenton River (Consent Order) (Item #7, 09-26-05 Agenda)	39
5. Campus/Community Relations (Item #2, 09-26-05 Agenda)	47
NEW BUSINESS	
6. Proclamation in Honor of Amanda Barry	49
7. Presentation on Lead Testing (no attachment)	
8. Collective Bargaining Agreement between the Mansfield Board of Education and the Mansfield Administrators' Association	51
9. US Mayors' Climate Protection Agreement	83
DEPARTMENTAL REPORTS	93
REPORTS OF COUNCIL COMMITTEES	
REPORTS OF COUNCIL MEMBERS	
TOWN MANAGER'S REPORT	
FUTURE AGENDAS	
PETITIONS, REQUESTS AND COMMUNICATIONS	
10. Explanatory Text for November 8, 2005 Referendum	119

11. Development Agreement by Mansfield Downtown Partnership, Inc. and Storrs Center Alliance	121
12. T-Mobile re: Wireless Telecommunications Facility at 230 Clover Mill Road in Mansfield	167
13. V. Walton re: Festival on the Green Composting and Recycling.....	173
14. NLC News re: Reaction to Barton's Proposed Gasoline Act	175
15. N. Stevens re: Bond Issue for the Mansfield Community Center	177
16. A. Barry re: Recognition of Support and Encouragement	179
17. Press Release from Mansfield Resident Trooper's Office re: Fraud Investigation	181
18. WRTD re: Provision of Transportation Services	183

EXECUTIVE SESSION

REGULAR MEETING-MANSFIELD TOWN COUNCIL-SEPTEMBER 26, 2005

Mayor Elizabeth Paterson called the regular meeting of the Mansfield Town Council to order at 7:35 p.m. in the Council Chamber of the Audrey P. Beck Municipal Building.

I. ROLL CALL

Present: Blair, Clouette, Haddad, Hawkins, Koehn, Paterson, Paulhus, Redding, Schaefer

II. APPROVAL OF MINUTES

Mr. Hawkins moved and Mr. Clouette seconded to approve the minutes of September 12, 2005 as presented.

So passed unanimously.

III. MOMENT OF SILENCE

Mayor Paterson requested a moment of silence for our troops serving abroad and for those affected by Hurricanes Katrina and Rita.

IV. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Richard Pellegrine, 269 Clover Mill Road, had concerns over voting this November. Since there were three bonding questions on the ballot this year he asked how the Town Council would be creating interest to inform voters of these questions. At the last municipal election only 38% voted. He asked if there was going to be a fact sheet given out to all voters. He also was concerned over the change of polling place from the Southeast School to Buchanan Library/Center. He thought that the exposure of the voting procedure was important to the children attending school.

Cynara Stittes, Hanks Hill Road, spoke on concerns of the Development Plan for the proposed Storrs Downtown development. She had three major areas of concern that she wanted the Council to address before they adopted the plan. The first was lack of provisions to give or assist existing businesses to have new space in the plan. She also asked if the Town was giving away regulatory control over the Downtown Plan under the provisions of the development contract. The third concern she had was the question of an adequate water supply.

V. OLD BUSINESS

I am here to give the Town Council one citizen's input on the Development Plan for the proposed Storrs Downtown development.

I have three major areas of concern that I would like the Town Council to address before you approve the Storrs Downtown Development Plan.

Destroying the locally owned downtown businesses in order to create a new downtown.

- The development plan makes no provisions to build new retail space before razing the current retail space that houses numerous locally owned businesses.
- The Mansfield Downtown Partnership gave the developer no mandate to give priority to existing businesses in the new space.
- Locally owned businesses that have survived, some for more than 30 years, will be put out of business, including: Storrs Automotive, several hair salons, a tailor, Paul's Pizza, Campus Florist, and Paperback Book Trader. These businesses obviously provide services that have thrived because UConn students and Mansfield residents have patronized these businesses. Will their services be replicated in the new Downtown, or are they not upscale enough to attract the out-of-town visitors that are necessary to make the Downtown financially viable?

It seems to me that there have been insufficient provisions to prevent the proposed downtown development from destroying the current downtown businesses. I think that the Town Council should not pass the Development Plan until provisions can be made not to destroy the current, locally owned businesses.

Is the Town of Mansfield giving away regulatory control over the Storrs Downtown under the provisions of the development contract?

- The development contract permits the development company to sell off parcels they don't develop. Can the new developers do anything they want regardless of what has already been agreed to in the initial development plan?
- Will the new developers have to submit their plans to the Planning & Zoning Commission for approval?

I think that the Town Council should not pass the Development Plan until this issue is adequately addressed, or we could end up with a downtown that differs markedly from the downtown proposed in the development plan.

Cynara Stites
Blake Hill

WATER.

- Years ago, UConn announced that UConn could not supply any more water than their current water customers and the projects to which they had committed. This announcement came before the final number of shops and apartments in the new Downtown were determined. Now that UConn has pumped the Fenton River dry, doesn't it seem obvious that there may not be enough water to supply the new Downtown?

The crucial question of an adequate water supply must be addressed before the Town Council approves development plan for the Storrs Downtown.

I have attended almost every public meeting that the Mansfield Downtown Partnership has held, and I've responded to their surveys.

I've given input on everything from the types of retail establishments to the type of architecture I'd like to see there.

However, none of the concerns that I am raising now have been adequately addressed in the development plan.

Preston town officials had the courage to delay Utopia's proposed development plan for an entertainment and movie studio complex because the Preston officials didn't have adequate information to approve the largest development plan in Preston's history.

I hope that the Mansfield Town Council has the same courage to postpone approving the biggest development plan in Mansfield's history until you have adequately addressed the concerns of Mansfield residents.

In order for you to know what concerns Mansfield residents have, I urge you to **hold a public meeting** on the proposed Storrs Downtown development plan.

1. First Supplemental Agreement for the Clover Mill Road Reclaim and Overlay Project

Mr. Schaefer moved and Mr. Haddad seconded to adopt the following resolution:

RESOLVED, effective September 26, 2005, that Martin H. Berliner, Town Manager, is hereby authorized to execute the First Supplemental Agreement to the Original Agreement dated June 3, 2004 between the State of Connecticut and the Town of Mansfield for the construction, Inspection and Maintenance of the Clover Mill Road reclaim and Overlay Project Utilizing Federal Funds under the Rural Component of the Surface Transportation Program.

So passed unanimously.

Mr. Schaefer moved and Mr. Clouette seconded to add "Fourth Quarter Financial Statement" to the agenda.

Motion so passed. Ms. Koehn abstained.

Mr. Schaefer moved and Ms. Blair seconded to add to the agenda Mansfield Development Plan.

So passed unanimously.

2. Campus/Community Relations

No action needed.

2a. Fourth Quarter Financial Report

Mr. Schaefer moved and Mr. Clouette seconded to accept the Fourth Quarter Financial Report as reviewed by the Finance Committee.

So passed unanimously.

VI. NEW BUSINESS

3. Town Council Policy

Mr. Schaefer moved and Ms. Koehn seconded to have the Town Manager or his designated staff, examine various means to implement a system to index and maintain present and future policy established by the Town Council and to report back to the Town Council.

Discussion followed. The issue which needs to be clarified is; "what is the difference between policy and a resolution, and how long is it binding?".

So passed unanimously.

4. Connecticut Conference of Municipalities 2006 Legislative Program

Ms. Blair moved and Mr. Schaefer seconded that effective September 26, 2005, to authorize staff to submit its proposed suggestions for inclusion within the Connecticut Conference of Municipalities 2006 Legislative Program.

So passed unanimously.

5. Financial Performance goals

Mr. Schaefer moved and Ms. Blair seconded that effective September 26, 2005, to amend the town's financial performance goals by adding the finance committee's proposed goals concerning fund balance and reserve performance.

So passed unanimously.

6. Connecticut Coalition for Justice in Education Funding

Ms. Koehn moved and Mr. Hawkins seconded to join the class action of the Connecticut Coalition for Justice in Education Funding in order to make sure that the town's interests are protected.

So passed unanimously.

7. Fenton River

The Town Manager spoke to this issue. He handed out the list of water conservation advisories to the University community. The University sent out this letter on September 9th. The Town Manager has had further discussions regarding this matter with the President of the UConn Board of Trustees, Tom Callahan and Richard Miller at the University as well as Representative Denise Merrill. The University is taking immediate action to upgrade certain well pumps and water mains in order to withdraw additional water from the Willimantic River.

Motion to establish an adhoc committee to look into the Town's water needs that has an effect on the Fenton River aquifer was withdrawn.

8. Establishment of Custodian Position

Mr. Haddad moved and Mr. Hawkins seconded that effective September 26, 2005, to establish the regular full-time classification of custodian, and to set the compensation for the position at grade 8 of the Town Administrators Pay Plan.

So passed unanimously.

8a. Municipal Development Plan for the Storrs Center

By consensus this issue will be tabled until the next meeting.

Mr. Hawkins moved and Mr. Clouette seconded to hold a public hearing on October 11, 2005, at 7:30 p.m. in the Council Chamber of the Audrey P. Beck Municipal Building, to hear public comment on the Municipal Development Plan for the Storrs Center.

So passed unanimously.

VII. QUARTERLY REPORTS

Council requested that the quarterly reports be placed electronically on the website.

VIII. DEPARTMENTAL REPORTS

IX. REPORTS OF COUNCIL COMMITTEES

X. REPORTS OF COUNCIL MEMBERS

Mr. Paulhus spoke on the success of the "Festival On the Green" which was held on Sunday, September 25, 2005 from 12-4 in the parking areas of the plazas on Route 195.

The Mayor reported on the tremendous turnout for the Fireworks at Mansfield Hollow Part on Saturday, September 24, 2005. The event began at 4:00 with bands and concluded with the fireworks. Thanks to Sara Ann Chaine, Management Assistant, for her hard work on this event. The Fire and emergency personnel were all there and traffic seemed to flow well following the event. From all reports this was a most successful event.

Mr. Clouette spoke on the Town/gown meeting. At that meeting Mr. Padick, Town Planner presented the Town Plan of Development and Conservation. There was a discussion of planned student housing. The University's Environmental Chief is working hard to address the water issues.

TOWN OF MANSFIELD
POSITION DESCRIPTION

Class Title: Custodian
Group: Town Administrators
Pay Grade: Town Administrators Grade 8
FLSA: Non-Exempt
Effective Date: October 1, 2005

General Description/Definition of Work

This position performs responsible unskilled work in the care, cleaning and minor maintenance of Town buildings and facilities as well as related work as required. Duties include cleaning and maintaining buildings and facilities, and grounds maintenance. Work is performed under regular supervision. The position can be assigned to work various shifts and reports to the Assistant Director of Parks and Recreation or designee.

Essential Job Functions/Typical Tasks

- Opens and closes facility.
- Cleans and sanitizes facility, including sweeping, mopping, vacuuming and dusting.
- Changes light bulbs and fluorescent tubes. Gathers and disposes of refuse, litter and trash.
- Performs minor building maintenance activities such as painting and floor covering.
- Completes and maintains records; maintains inventory of supplies and orders replenishments as required.
- Moves large and bulky items of furniture; sets up, takes down and cleans up before/after programs, meetings and events.
- Assists with maintaining proper pool chemistry.
- Picks up litter and cleans around buildings and grounds; maintains planting beds and lawn area.
- Assists with snow removal and ice control.
- Inspects and maintains assigned equipment and tools.
- Performs related tasks as required.

Knowledge, Skills and Abilities:

- General knowledge of building cleaning practices, supplies, and equipment and ability to use them economically and efficiently.
- Ability to understand oral and written directions; ability to read and write.
- Physical ability to perform heavy manual work.
- Ability to work independently.
- Ability to establish and maintain effective working relationships with associates.

Education and Experience:

Any combination of education and experience equivalent to graduation from high school and some experience in custodial work or building maintenance.

Physical Demands and Work Environment:

(The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The list is not all-inclusive and may be supplemented as necessary. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

- This is medium work requiring the exertion of 50 pounds of force occasionally, up to 20 pounds of force frequently, and up to 10 pounds of force constantly to move objects.

Custodian (cont'd.)

- Work requires climbing, stooping, crouching, reaching, walking, pushing, pulling, lifting, grasping, and repetitive motions.
- Vocal communication is required for expressing or exchanging ideas by means of the spoken word.
- Hearing is required to perceive information at normal spoken word levels.
- Visual acuity is required for depth perception, color perception, operation of machines, and observing general surroundings and activities.
- Worker is subject to inside and outside environmental conditions, noise, vibration, atmospheric conditions, and oils.
- Worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective equipment.

Special Requirements:

None.

The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility. The description does not constitute an employment agreement between the Town of Mansfield and the employee and is subject to change by the Town as the needs of the Town and requirements of the job change.

Approved by: _____
Matthew W. Hart, Assistant Town Manager

Date: _____

Mr. Paulhus attended the Assisted Living presentation meeting with Mayor Paterson on September 15, 2005. Consultants, Brecht Associates, Inc., seems to be going in the right direction and have spoken to many people in town.

The Mayor spoke on the Senior Center's 30th Anniversary luncheon given on September 21, 2005. May 11, 2005, marked the 25th anniversary of the opening of the Mansfield Senior Center and in September members celebrated the 30th anniversary of the founding of the Mansfield Senior Center as an organization. Judy Rowe, the first coordinator was present as well as Rep. Denise Merrill.

XI. TOWN MANAGER'S REPORT

There is a public hearing on the Plan of Conservation & Development on Oct. 5th at 7:00 p.m. in the Council Chamber.

There is a public hearing on the Storrs Center Municipal Development Plan on Thursday, Sept. 6, 2005 at the Bishop's Center, University of Connecticut.

The Town Manager announced that Mr. Topliff, Assessor, has taken a position with the town of Bloomfield, as Assessor.

The 2005 Regional Transportation Plan has been given to the town. There is an opportunity for public comment on October 5, 2005 at the WINCOG office in Willimantic at 3:00 and 7:00 p.m.

Governor Jodi Rell has sent notification to the Town Manager that she is forming a task force on Education Grant Funds.

The Manager has received notification from the Registrars and Town Clerk that the polling place for District #3 has been moved to the Mansfield Library/Buchanan Center from SouthEast School.

Council member Ms. Koehn spoke on the Administrators' Association Contract for the Board of Education. She has been attending the meetings with the Board of Education. The Town Manager said that the contract has not, as of yet, been given to the Town Clerk. The Town Clerk will then date stamp the contract, place a legal ad in the newspaper of its receipt and then the Council will have the opportunity to review it.

XII. FUTURE AGENDAS

9. CenterEdge Project
10. Presentation on Lead Testing

XIII. PETITIONS, REQUEST AND COMMUNICATIONS

11. CT Conference of Municipalities Environmental Management Bulletin, US Mayors Climate Protection Agreement
12. CT Secretary of State-“Federal Government Bans Use of Lever Voting Machines in 2006”
13. CT State Police re: Undercover Sting Operation
14. Eastern CT Workforce Investment Board re: Current Initiatives
15. L. Frankel re: Town’s Construction Priorities
16. R. Genuario re; Storrs Center Municipal Development Plan
17. Mansfield Downtown Partnership-Notice of Public Hearing
18. B. Miela, J. Gerdson, M. Stanton re: District 3 Polling Place
19. Slate.com-“Where to Hide from Mother Nature”
20. University of CT Advance-“ Community rallies to help New Orleans area students
21. Town Owned Land and Conservation Easements as of August 1, 2005
22. WINCOG re: Draft 2005 Regional Transportation Plan Update
23. S. Gordon re: Skate Park
24. Broadwater re: Presentation on Proposed Broadwater Energy Liquefied Natural Gas Terminal
25. Connecticut Fund for the Environment re: Sound Alliance

XIV. EXECUTIVE SESSION

At 9:40 p.m. Mr. Paulhus moved and Mr. Hawkins seconded to go into executive session with the Town Manager for a personnel issue.

So passed unanimously.

At 10:25 p.m. Mr. Paulhus moved and Mr. Hawkins seconded to come out of Executive Session.

So passed unanimously.

XV. ADJOURNMENT

At 10:26 p.m. Mr. Paulhus moved and Mr. Hawkins seconded to adjourn the regular meeting of the Mansfield Town Council.

So passed unanimously.

Elizabeth Paterson, Mayor

Joan E. Gerdson, Town Clerk

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: *Martin Berliner*
Martin Berliner, Town Manager
CC: Matt Hart, Assistant Town Manager
Date: October 11, 2005
Re: Municipal Development Plan for Storrs Center

Subject Matter/Background

Please be advised that staff from the Mansfield Downtown Partnership and the development team plan to make a 30-minute presentation as part of the public hearing regarding the Municipal Development Plan for Storrs Center. The presentation will consist of an overview of the plan.

LEGAL NOTICE
TOWN OF MANSFIELD
PUBLIC HEARING
MUNICIPAL DEVELOPMENT PLAN FOR THE STORRS CENTER

October 11, 2005 7:30 p.m.

The Mansfield Town Council will hold a public hearing on October 11, 2005 at 7:30 p.m. in the Council Chamber of the Audrey P. Beck Municipal Building, to hear public comment on the Municipal Development Plan for Storrs Center. At this meeting persons may make comments on the plan and the Council will receive written communications. A copy of this plan is in the Town Clerk's office at 4 South Eagleville Road, Mansfield, Connecticut and at the Mansfield Library on Route 89, Warrentville Road, Mansfield Center, Connecticut.

Dated at Mansfield, Connecticut this twenty-seventh day of September, 2005.

Joan E. Gerdson, Town Clerk



**Town of Mansfield
Agenda Item Summary**

To: ~~Town Council~~
Martin Berliner
From: Martin Berliner, Town Manager
CC: Matt Hart, Assistant Town Manager
Date: October 11, 2005
Re: Issues Regarding the UConn Landfill

Subject Matter/Background

Attached please find correspondence concerning the UConn landfill. At present, the town council is not required to take any action on this item.

Attachments

- 1) R. Miller re: Consent Order #SRD 101 Quarterly Progress Report – July, August, September 2005



University of Connecticut
*Office of the Vice President and
Chief Operating Officer*

Office of Environmental Policy

Richard A. Miller
Director

REC'D OCT 03 2005

September 30, 2005

Raymond L. Frigon, Jr.
Environmental Analyst
State of Connecticut, Department of Environmental Protection
Waste Management Bureau/PERD
79 Elm Street
Hartford, CT 06106-5127

**RE: CONSENT ORDER #SRD 101, STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION (CTDEP)
QUARTERLY PROGRESS REPORT – JULY, AUGUST, SEPTEMBER 2005
UNIVERSITY OF CONNECTICUT LANDFILL, STORRS, CT
PROJECT # 900748**

Dear Mr. Frigon:

The University of Connecticut (UConn) is issuing this Quarterly Progress Report to the Connecticut Department of Environmental Protection (CTDEP). Project progress is discussed for the following topics:

- Long-Term Monitoring Plan (LTMP)
- Proposed Parameter and Sampling Methods Year 2006
- Discussion on Activities Completed in July 2005
- Discussion on Activities Completed in August 2005
- Discussion on Activities Completed in September 2005
- Technical Review Session Information
- Background-Remedial Action Plan Implementation, Landfill and Former Chemical Pits

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31 LeDoyt Road Unit 3055
Storrs, Connecticut 06269-3055

Telephone: (860) 486-8741

Facsimile: (860) 486-5477

CTDEP Consent Order
Quarterly Progress Report-July, August, September 2005
September 30, 2005

- UConn Landfill Interim Monitoring Program
- Closure Schedule Following CTDEP Approvals
- Hydrogeologic Investigation – UConn Landfill Project
- Other Project Permits
- UConn Project Web Site
- UConn’s Technical Consultants - Hydrogeologic Team
- Schedule for Compliance (Revision No. 3)
- UConn Landfill Field Program Summary
- Listing of Project Contacts
- Reports
- Certification
- Photographs

The following actions undertaken or completed during this period comprise of the following:

Long-Term Monitoring Plan (LTMP)

UConn will soon be starting construction activities to remediate and close the landfill and former chemical pits in accordance with the closure plan approved by the CTDEP. During the past six years, an Interim Monitoring Plan (IMP) has been established to sample active residential water supply wells in the study area on a quarterly basis during the hydrogeologic investigation. Results from these sampling rounds have been forwarded to the homeowners and to CTDEP.

UConn is now in the process of transitioning from the IMP sampling to the Long-Term Monitoring Plan (LTMP) sampling. This means that some of the residential wells previously sampled will no longer be sampled and some other wells will be added to the LTMP. The active residential wells sampled under each plan are as follows:

IMP (Active)

65 Meadowood Road
143 Separatist Road
157 Separatist Road
202 Separatist Road
206 Separatist Road
219 Separatist Road
3 Hillyndale Road
233 Hunting Lodge Road
55 Northwood Road

LTMP (Active)

38 Meadowood Road
41 Meadowood Road
65 Meadowood Road
202 Separatist Road
206 Separatist Road
211 Separatist Road

LTMP (Inactive)

202 North Eagleville Road
156 Hunting Lodge Road

During the transition period from August 2005 until the end of the year, UConn will continue quarterly sampling of the IMP wells and initiate sampling of the LTMP wells in order to provide continuity and be protective of human health and the environment. Beginning in January 2006 and thereafter, only the LTMP wells will be sampled. Haley & Aldrich, as representatives of UConn, will be collecting quarterly tap samples for water quality analyses from the residences noted above. UConn will continue to evaluate

CTDEP Consent Order
 Quarterly Progress Report-July, August, September 2005
 September 30, 2005

the results in coordination with CTDEP and Eastern Highland Health District (EHHD) and provide copies of the results to the homeowners.

Proposed Parameter and Sampling Methods Year 2006

Table 1 provides a summary of the laboratory parameters and EPA Method for analyses to be utilized for the project for the upcoming sampling work. UConn is utilizing Phoenix Laboratory for project analytical analyses that include the following:

- LTMP Drinking Water Samples
- LTMP Surface Water Samples
- LTMP Monitoring Well Samples (existing)
- LTMP Monitoring Well Samples (to be installed)
- Stormwater Discharge & Frac Tank
- Remediation/Confirmation Sampling (Sediments)

Table 1. Parameters/EPA Methods - Lab Analyses for Year 2006, UConn Landfill Storrs, CT
 Sampling Program Year 2006 Estimated Number of Samples Year 2006

<u>LTMP Drinking Water Samples</u>	
• VOCs by EPA Method 524.2	40
• Nutrients/inorganics ¹	28
• Total Metals ²	28
<u>LTMP Surface Water Samples</u>	
• VOCs by EPA Method 524.2	32
• Nutrients/inorganics ¹	28
• Total Metals ²	28
<u>LTMP Monitoring Well Samples (existing)³</u>	
• VOCs by EPA Method 524.2	48
• Nutrients/inorganics ¹	40
• Total Metals ²	40
<u>LTMP Monitoring Well Samples (to be installed)⁴</u>	
• VOCs by EPA Method 524.2	18
• Nutrients/inorganics ¹	14
• Total Metals ²	14
<u>Stormwater Discharge & Frac Tank</u>	
• VOCs by EPA Method 8260	2
• SVOCs by EPA Method 8270	2
• Pesticides by EPA Method 8081A	2
• Herbicides by EPA Method 8151	2
• ETPH by CT ETPH Method	2
• PCBs by EPA Method 8082	2
• Total Cyanide by EPA Method 9010A	2
• Total 8 RCRA Metals	2

Table 1 Continued

Remediation/Confirmation Sampling (Sediments)

- | | |
|---|----|
| • Pesticides by EPA Method 8081A | 6 |
| • Select Metals (Cd, Cu, Fe, Mn, Hg, Ni & Zn) | 33 |

Notes:

1. Nutrients/inorganics includes ammonia, nitrate and nitrite, total phosphorus, total dissolved solids, total suspended solids, alkalinity, total hardness, chloride, sulfate, chemical oxygen demand, total organic carbon and biological oxygen demand.
2. Total metals includes antimony, arsenic, barium, beryllium, cadmium, chromium (trivalent, hexavalent and total), copper, lead, mercury, nickel, selenium, silver, thallium, vanadium, zinc, aluminum, calcium, iron, potassium, magnesium, manganese, and sodium.
3. LTMP monitoring well totals include two unused domestic well locations.
4. Monitoring wells MW-3, MW-4, B401(MW), B403(MW) and B404(MW) will not likely be installed until the 3rd or 4th sampling quarter of 2006. Estimate includes these locations for two rounds only.

Discussion on Activities Completed in July 2005

UConn:

- Attended pre-construction meeting with design team and Construction Manager (CM)

Haley & Aldrich:

- Attended pre-construction meeting with design team and CM
- Continued design and permitting work associated with closure of the landfill and former chemical pits, sediment remediation, and wetland mitigation.

Earth Tech

- Continued design and permitting work for parking lot, driveway, intersection, electrical distribution system, Code Blue phone system and heliport as part of the landfill and former chemical pits remediation based on Remedial Action Plan (RAP)
- Attended pre-construction meeting with design team and Construction Manager

Epona:

- No Activity

USGS:

- Attended pre-construction meeting with design team and CM

Mitretek:

- Attended pre-construction meeting with design team and CM

Phoenix:

- Conducted analyses of sampling from Interim Monitoring Plan (IMP) and additional residential areas

CTDEP Consent Order
Quarterly Progress Report-July, August, September 2005
September 30, 2005

RVA:

- Continued to communicate with public and respond to public queries
- Attended pre-construction meeting with design team and Construction Manager
- Outlined UConn Update for fall publication
- Disseminated information on permit approvals to key parties

Discussion on Activities Completed in August 2005

UConn:

- Technical review of project documents
- Attended pre-construction meeting with design team and CM
- Working on the notification process of transitioning from the IMP sampling to the Long-Term Monitoring Plan (LTMP) sampling.
- Transmitted letters to homeowners discussing the transition from the IMP to the LTMP

Earth Tech:

- Continued design and permitting work for parking lot, driveway, intersection, electrical distribution system, Code Blue phone system, and video cameras as part of the landfill and former chemical pits remediation based on RAP
- Attended pre-construction meeting with design team and CM

Haley & Aldrich:

- Continued design and permitting work
- Working on the notification process of transitioning from the IMP sampling to the Long-Term Monitoring Plan (LTMP) sampling.

Epona:

- Technical review

USGS:

- Technical review

Mitretek:

- Technical review of project documents and recent sampling data
- Working on the notification process of transitioning from the IMP sampling to the LTMP sampling
- Reviewed the Interim Monitoring Plan (IMP) Report for Sampling Round #17
- Provided input to the letters to homeowners discussing the transition from the IMP to the LTMP
- Participated in informal discussions of alternatives to keep the bike path from Celeron Square to campus open as much as possible during remedial construction at the landfill

Phoenix:

- Completed analyses of sampling from IMP and additional residential areas

RVA:

- Continued to communicate with public and respond to public queries

CTDEP Consent Order
Quarterly Progress Report-July, August, September 2005
September 30, 2005

Discussion on Activities Completed in September 2005

UConn:

- Technical review of project documents
- Project budgeting and discussions with CM
- Met with O&G representatives to discuss the Landfill project with regard to their MBE goals

Earth Tech:

- Continued design and permitting work for parking lot, driveway, intersection, electrical distribution system, Code Blue phone system, and video cameras as part of the landfill and former chemical pits remediation based on RAP

Haley & Aldrich:

- Continued design and permitting work for landfill and former chemical pits remediation based on RAP

Epona:

- No activity

USGS:

- Technical review

Mitretek:

- Technical review

Phoenix:

- Completed analyses of sampling from IMP and additional residential areas

RVA:

- Continued to communicate with public and respond to public queries

Technical Review Session Information

General

To summarize, the public involvement process is being utilized to provide public involvement in the CTDEP decision-making process regarding the investigation, environmental monitoring programs, and potential cleanup of the site.

Public Availability Review Session

There were no public sessions held during this period.

Background - Remedial Action Plan Implementation, Landfill and Former Chemical Pits

The Construction Manager (CM) represents UConn on the job and will also be the liaison for issues that may arise in the community during construction. While the design and implementation plan tried to anticipate problems during construction, if any problems arise the on-site manager will be the person to address them as quickly as possible. Pre-Construction Phase Services required by UConn that are to be provided by the Construction Manager (CM) include the following tasks:

- Prepare and submit Preliminary Construction Cost Estimates
- Update project regarding cost and schedule impacts of additional work requested by UConn
- Update project regarding cost and schedule impacts based on CTDEP and Army Corps of Engineers New England District (ACOE NE) approved permit requirements when received including the wetland mitigation plan
- Prepare and submit a Dust Control Plan and prepare and submit a Contractor Health & Safety Construction Safety Plan
- Prepare and Submit a (CM) Construction Schedule
- Preparation of Preliminary Construction Schedule
- Attend Pre-Construction Meetings
- Attend Public Meeting

The CTDEP approved the Closure Plan for the UConn landfill on November 22, 2004.



General Location Map (Google 2005)

Redevelopment

The site redevelopment scheme and specific information for post-closure redevelopment is provided in the RAP and IMP. Post-closure redevelopment and use is proposed as part of the closure approach. With regulatory approval, UConn intends to construct a parking lot on the landfill and continue to use the F-Lot area as a parking lot. An environmental land use restriction (ELUR) will be placed on the landfill area, the chemical disposal pits and F-Lot to protect the landfill cap and limit site use. Elements of the closure include:

CTDEP Consent Order

Quarterly Progress Report-July, August, September 2005
September 30, 2005

- Site preparation, limited waste relocation, compaction and subgrade preparation and capping;
- Landfill cap construction that includes a gas collection layer, low permeability layer and protective cover/drainage layer;
- Construction and operation of a gas collection, recovery and destruction system to manage methane gas emissions from the landfill and prevent uncontrolled migration;
- Construction and operation of a storm water management system;
- Development of a comprehensive post closure maintenance and monitoring program;
- Development of the chemical pits area as green space; and
- Use of the landfill and F-Lot site as parking lots.

Post-closure developments at the site, along with the post-closure use plans, were prepared in accordance with the requirements of the Solid Waste Management Regulations and the Remedial Standard Regulations (RSRs). Further, post-closure use design considered the need to:

- Maintain the integrity of the final cover;
- Provide for long-term maintenance of the final cover;
- Protect public health, safety, and the environment;
- Mitigate the effects of landfill gas both vertically and laterally throughout post-closure;
- Maintain final cap integrity considering site settlement and post-closure use; and
- Landfill Closure and Redevelopment Objectives.

Conditional Approval Letter Received

A Conditional Approval Letter dated June 5, 2003 regarding the Comprehensive Hydrogeologic Report and Remedial Action Plan was issued by CTDEP to UConn. CTDEP approved the Plan that includes the following elements:

- Landfill regrading
- Installation of a final cover over the landfill and former chemical pits
- Elimination of leachate seeps
- Regrading and capping of the chemical pit area
- Establishing a vegetative cover
- Plan for post-closure maintenance
- Long-term program for monitoring groundwater and surface water quality
- Schedule for implementing the work

Closure Plan

On August 4, 2003 the Closure Plan Report was submitted to CTDEP, Town of Mansfield, Eastern Highlands Health District (EHHD), and the USEPA. The plan describes how the Remedial Action Plan will be implemented to close the UConn landfill, former chemical pits and F-Lot disposal site. Elements of the closure plan included:

- Site preparation, limited waste relocation, compaction and subgrade preparation and capping;

CTDEP Consent Order
Quarterly Progress Report-July, August, September 2005
September 30, 2005

- Landfill cap construction, which includes a gas collection layer, low permeability layer and protective cover/drainage layer;
- Construction and operation of a gas collection system to manage methane gas emissions from the landfill and prevent uncontrolled migration;
- Construction of a leachate collection system;
- Construction and operation of a storm water management system;
- Development of a comprehensive post-closure maintenance and monitoring program;
- Development of the former chemical pits area as green space; and
- Use of the landfill and F-Lot site as parking lots.

The closure plan sets aside areas for a number of activities to take place, including soil processing and stockpiling, room for storing materials and equipment, and soil and waste removal areas. UConn's construction management firm will have to comply with odor, noise, dust and other controls, including keeping any relocated waste covered. The contractor will also build a construction fence around the site for security. The first steps in closing the landfill will focus on removing sediments and consolidating waste.

Narrative Report - Nature of Construction

The project consists of capping of the former UConn landfill and former chemical pits area. Paved parking areas are planned on the top, relatively flat portion of the landfill. Drainage from the parking areas will be managed by a proposed stormwater drainage system. Leachate interceptor trenches are proposed to the north and south of the landfill to intercept leachate-contaminated groundwater that would otherwise discharge to adjacent streams and wetlands.

Contaminated sediments will be remediated by excavation, dewatering and placement of sediments in the landfill prior to final grading and capping. Excavation, filling and construction activities will be required along the perimeter of the landfill to consolidate landfill refuse that was disposed of in areas now comprised of wetlands. The closure of the UConn landfill and former chemical pits is an integrated approach designed to manage contaminated sediments and solid waste through consolidation and capping, and collect leachate-contaminated groundwater to prevent discharge to waters of the State of Connecticut.

Intended Sequence of Operations

The following is a sequential list of the proposed operations:

- Mobilization, Site Preparation, and Stormwater/Erosion Control
- Staging of field offices and related equipment
- Security fencing
- Construction of service roads
- Leachate Interceptor Trench (LIT) Construction
- Contaminated Sediment Removal and Relocation
- Waste Consolidation
- Installation of Pre-Cast Concrete Buildings
- Land reshaping and grading
- Cover System Installation

CTDEP Consent Order
Quarterly Progress Report-July, August, September 2005
September 30, 2005

- Road and Parking Lot Construction
- Project Completion, Demobilization and Closeout

Wetlands Mitigation

Based on coordination with the various regulatory agencies, a proposed wetland mitigation plan has been developed in accordance with the ACOE New England District "New England District Mitigation Guidance" and "New England District Mitigation Plan Checklist" dated December 15, 2003. The wetland mitigation plan has evolved in response to guidance received from the CTDEP and ACOE-NE. Alternative wetland mitigation sites were evaluated.

Some or all of these sites will be used to create wetlands by excavating and removing fill and natural soils to a pre-determined depth below the water table. The excavated materials will be used to backfill sediment remediation areas within existing wetlands adjacent to the landfill. Principal criteria used in the evaluation of mitigation area suitability were:

- Site construction should not disturb valuable wildlife habitat.
- Site hydrology must be reliable to support desired wetland hydroperiod.
- Sites should be isolated from human activity.

Other components of the Mitigation Plan include restoration of wetland areas disturbed by waste consolidation, landfill closure or sediment remediation, establishing an open space corridor and controlling invasive species. The wetland mitigation program's main goal is to provide compensation for wetland functions and values that will be adversely affected by the proposed site remediation. As documented in the Owner's Section 404 Permit Application and associated "Wetland Assessment: UCONN Landfill" (Wetland Assessment), the principal wetland function of the affected wetlands is wildlife habitat. Water quality improvement, sediment retention, and education are also important functions.

Tentative Closure Schedule Following CTDEP/UConn Approvals

- Preparation of Bid Documents - Weeks 1-4 (Completed)
- Hire Project Construction Management - Weeks 2-3 (Completed)
- Review Contractor Submittals - Weeks 3-11
- Mobilization, Site Preparation, and Stormwater/Erosion Control - Weeks 11-16
- Contaminated Sediment Removal and Relocation - Weeks 17-22
- Waste Consolidation - Weeks 23-34
- Construction of the leachate interceptor trenches (LITs) - Weeks 35-40
- Land Reshaping and Grading - Weeks 38-42
- Cover System Installation - Weeks 43-49
- Road and Parking Lot Construction - Weeks 38-50
- Project Completion, Demobilization and Closeout - Installation of Monitoring Wells - Weeks 51-54
- Preparation of closure certification report - Weeks 55-58

Hydrogeologic Investigation – UConn Landfill Project

Phoenix Environmental Laboratories, Inc. (Phoenix) is located in Manchester, CT, and is an independent State-certified laboratory (<http://www.phoenixlabs.com/Profile.html>). UConn is utilizing Phoenix for project analytical analyses.

Other Project Permits

All permits have been finalized; closure construction is being planned. The closure activities should take about a year from start to finish. The October 2004 UConn *Update* contains details on the wetlands mitigation, permits and construction plans. The project permits include:

- Section 404 Individual Permit (U.S. Army Corps of Engineers)
- Inland Wetlands and Watercourses Permit and 401 Water Quality Certificate
- Flood Management Certificate
- General Permits for Discharge of Groundwater Remediation Wastewater to a Sanitary Sewer (possible modification to existing permit)
- General Permit for Discharge of Stormwater and Dewatering Wastewaters from Construction Activities
- Combined Permit for Disruption of a Solid Waste Closure Area, Landfill Closure, and Post-Closure Use

UConn Project Web Site

UConn announced in Spring 2003 that a new web site would provide up-to-date information on the UConn Landfill Remediation Project. The web site was created in response to comments made by the public during public involvement review. The site's Internet address is <http://www.landfillproject.UConn.edu>. The web site includes a description of the project, timeline, project contacts and list of places to find documents, copies of recent notices, releases and publications that site visitors can download a project map and links to other sites, such as the CTDEP.

UConn's Technical Consultants - Hydrogeologic Team

Haley & Aldrich: Haley & Aldrich is conducting monitoring well samplings. Work also included technical input and the review of permitting and design work comments for landfill and former chemical pits remediation based on draft RAP. Consultant prepared submitted Closure Plan and Permit applications to CTDEP and ACOE.

Earth Tech: Earth Tech is conducting roadway layout and parking lot design, and State Traffic Commission Certificate permitting services.

Mitretek Systems: Mitretek's work included meeting attendance and input, technical review of data, fieldwork and coordination with the project hydrogeologic team. Consultant assisted in the preparation of the Comprehensive Hydrogeologic Report and RAP, as well as public meeting preparation. Reviewed UConn *Update*, Responses to Comments on the Comprehensive Hydrogeologic Investigation Report and RAP, and various other responses to regulatory comments on permit applications.

CTDEP Consent Order
 Quarterly Progress Report-July, August, September 2005
 September 30, 2005

United States Geologic Survey: The USGS work tasks included Final Supplemental Hydrogeologic Investigation Scope of Work contribution and reviews. The USGS interpreted surface geophysical survey data, conducted and interpreted borehole geophysical surveys, and is collecting bedrock ground-water level information. USGS was also involved in hydrogeologic data assessment and evaluation. Consultant assisted in the preparation of the Comprehensive Hydrogeologic Report and Remedial Action Plan, as well as public meeting preparation.

Phoenix Environmental Laboratories, Inc.: Phoenix is conducting sample analyses as part of the UConn Landfill project and IMP.

Epona Associates, LLC: As subcontractor to Haley & Aldrich, Epona provided professional risk assessment services as well as meeting attendance and technical input. This consultant was involved in data assessment and data evaluation plus coordinating ecological sampling and risk assessment issues. Consultant assisted in the preparation of the Comprehensive Hydrogeologic Report and Remedial Action Plan.

Regina Villa Associates: RVA is the community information specialist. RVA continues to produce and distribute the UConn *Update*. Work also included the integration of review comments and assistance with public involvement as well as public meeting preparation.

Schedule for Compliance (Revision No. 3)

The submitted Plan for presentation and the Schedule for Compliance for Consent Order SRD-101 Hydrogeologic Investigation - University of Connecticut Landfill, F-Lot and Chemical Pits, Storrs, CT, has been proposed for modification as follows (completed items in italics):

Schedule for Compliance (Revision No. 3) Hydrogeologic Investigation of UConn Landfill, F-Lot, and Former Chemical Pits, Storrs, Connecticut (completed items in italics) Updated September 13, 2005		
Consent Order Deliverable	Contents	Dates of Presentations and Submittals to CTDEP
UConn Landfill and Former Chemical Pits — Ecological Assessment	<i>Results of Ecological Assessment and Implications of the Assessment on Evaluation of Remedial Alternatives</i>	<i>January 9, 2002 (presentation completed); April 11, 2002 (interim report submitted*)</i>
UConn Landfill and Former Chemical Pits — Conceptual Site Model (CSM), impact on bedrock groundwater quality	<i>CSM details and supporting geophysical, hydrological, and chemical data</i>	<i>February 7, 2002 (presentation completed) April 8, 2002 (interim report submitted*)</i>
Remedial alternatives for the UConn Landfill, former chemical pits, F-Lot, and contaminated ground water	<i>Report will be included as the Remedial Action Plan in the Comprehensive Report</i>	<i>June 13, 2002 (presentation completed)</i>

CTDEP Consent Order
Quarterly Progress Report-July, August, September 2005
September 30, 2005

Schedule for Compliance (Revision No. 3) Hydrogeologic Investigation of UConn Landfill, F-Lot, and Former Chemical Pits, Storrs, Connecticut (completed items in italics) Updated September 13, 2005		
Consent Order Deliverable	Contents	Dates of Presentations and Submittals to CTDEP
Comprehensive Hydrogeologic Report and Remedial Action Plan - integration of information in all interim reports and all previous reports	<ul style="list-style-type: none"> ▪ <i>Results of Comprehensive Hydrogeologic Investigation</i> ▪ <i>Remedial Action Plan</i> ▪ <i>LTMP</i> ▪ <i>Schedule (to include public and agency review, permitting, design, and construction)</i> ▪ <i>Post-Closure</i> ▪ <i>Redevelopment Plan for the UConn Landfill and F-Lot</i> 	<p><i>August 29, 2002 (presentation**)</i></p> <p><i>October 31, 2002 (Comprehensive Report Submitted to CTDEP)</i></p>
Comprehensive Final Remedial Action Plan Report	<i>Release of Report and Plan for CTDEP and public review of remedial design</i>	<i>January 2003</i>
Remedial Action Design to include comprehensive interpretive design of the Landfill final cap	<i>Detailed design drawings and specifications of the preferred remedial alternative(s)</i>	<p><i>A Technical Review Committee Meeting was held Wednesday, June 25, 2003.</i></p> <p><i>Summer 2003 (Comprehensive Design Submittal)</i></p> <p><i>A public review session for the UConn landfill design took place at the Town of Mansfield, September 3, 2003.</i></p>
Implement Remedial Action Plan for the UConn Landfill, former chemical pits, F-Lot and contaminated groundwater	<p><i>Finalize detailed construction drawings, and specifications</i></p> <p><i>Develop bid packages based on approved Remedial Action Plan</i></p> <ul style="list-style-type: none"> - <i>Competitive Bidding Process</i> - <i>Select Contractor</i> - <i>Obtain Permits as detailed in the Remedial Action Plan</i> <p><i>Mobilization & Fieldwork</i></p>	<p><i>July 2003 through 2005 (Contractor selection June/July 2004 Notice of Award Sent to O&G)</i></p> <p><i>REVISED ****</i></p>
Initiation of Construction of Approved Remedial Option	Selection of contractors and the beginning of Pre-Construction Phase Services and construction of approved remedial options	<p>On-going 2005</p> <p>Mobilize contractor(s) (Contingent on Construction Timetable ***)</p> <p>REVISED ****</p>
Initiation of Long Term Monitoring Plan (LTMP)	IMP sampling continues quarterly.	<p>On-going 2005</p> <p>REVISED ****</p>
Completion of Remedial Construction	Comprehensive final as-built drawings and closure report for the UConn Landfill, former chemical pit area.	<p>December 2007 - Anticipated completion of construction (Contingent on Construction Timetable ***)</p> <p>TO BE REVISED ****</p>

CTDEP Consent Order
Quarterly Progress Report-July, August, September 2005
September 30, 2005

Schedule for Compliance (Revision No. 3) Hydrogeologic Investigation of UConn Landfill, F-Lot, and Former Chemical Pits, Storrs, Connecticut (completed items in italics) Updated September 13, 2005		
Consent Order Deliverable	Contents	Dates of Presentations and Submittals to CTDEP
Post-Closure Monitoring	Begin post-closure monitoring program of the Remedial Action upon approval from CTDEP	December 2007 (Contingent on Construction Timetable ***) TO BE REVISED ****

- * Interim reports submittals are the data packages that support the presentation accompanied by interpretive text sufficient for review. Comments received will be addressed.
- ** Results will not be complete until evaluation of data from MW 208R, if permission to drill from the property owner is received or an alternate is approved.
- *** Contingent on CTDEP approvals, construction timetable is based on bidding market, weather conditions, numerous permitting issues, along with State and local reviews and conditions.
- **** Updated September 13, 2005

UConn Landfill Field Program Summary

The following summarizes the extensive work completed during the course of multiple phases of investigation and data collection:

- 42 test borings were completed with monitoring wells, of which 27 terminate in unconsolidated deposits (shallow wells [generally 20 ft or less]) and 15 terminate in bedrock, including one well to a depth of 300 ft, and 11 wells installed to a depth of at least 125 ft.
- 46 test pits and test trenches were excavated to observe subsurface soil conditions and to collect samples for chemical analyses
- Soil gas profiling was completed at 60 probe locations and approximately 117 samples (including laboratory quality assurance/quality control [QA/QC] samples) were collected for field screening and chemical analyses of volatile organic compounds (voc) soil gas contents.
- Approximately 63 soil samples (including quality assurance/quality control (QA/QC) samples) were collected from test borings, test pits and shallow hand auger probes and were submitted for chemical analysis.
- Over 150 surface water and leachate samples (including laboratory QA/QC samples) were collected for chemical analysis.
- Approximately 122 sediment samples (including field blanks and duplicates) were collected for chemical analysis at surface water sampling locations and leachate seep locations
- Over 1,300 groundwater samples from selected study area monitoring wells and over 130 samples were collected from domestic wells for chemical analysis.

CTDEP Consent Order
Quarterly Progress Report-July, August, September 2005
September 30, 2005

- To evaluate the approximate limits of the landfill leachate plume, surface-geophysical surveys conducted at the study area included six azimuthal square-array dc-resistivity surveys, nine 2d dc resistivity profiles, one inductive terrain-conductivity grid, eight inductive terrain-conductivity lines, one GPR grid, and four seismic refraction profiles.
- Borehole geophysical logging was performed in 13 bedrock wells to evaluate fracture distribution and orientation, flow rates at individual fractures or fracture zones, ambient flow between fracture zones, fluid conductivity, fluid temperature, and bulk conductivity of the saturated bedrock. Borehole geophysical logging was also conducted in selected wells in unconsolidated deposits
- Hydraulic conductivity testing was performed in 49 shallow monitoring wells, in discrete fracture zones (isolated by packers) in 14 bedrock wells (including one domestic well), and at six shallow auger holes in the landfill (to evaluate the permeability of the landfill cap)
- 19 mini-piezometers and drive-point piezometers were installed at surface water and leachate sampling locations to assess vertical gradients between surface water and shallow groundwater
- In addition, an interim monitoring program (imp) has been in place throughout the duration of the project (more than five years). The purpose of the imp is to collect sufficient data to confirm that contaminants in the environment are not posing a public health risk, until the remedial action plan is implemented, at which point the long-term monitoring plan (LTMP) will begin. To date 17 imp sampling rounds have been completed, in which over 390 groundwater samples and over 80 surface water samples have been collected for chemical analysis.

Listing of Project Contacts

Town of Mansfield
Martin Berliner
Town of Mansfield
Audrey P. Beck Building
4 South Eagleville Road
Mansfield, CT 06268-2599
(860) 429-3336

CT Department of Environmental Protection
Raymond Frigon, Project Manager
CT Department of Environmental Protection
Water Management Bureau, 79 Elm Street
Hartford, CT 06106-5127
(860) 424-3797

U.S. Environmental
Protection Agency
Chuck Franks
U.S. Environmental
Protection Agency
Northeast Region
1 Congress Street (CCT)
Boston, MA 02114-2023
(617) 918-1554

University of Connecticut
Scott Brohinsky, Director
University of Connecticut, University Communications
1266 Storrs Road, Unit 4144
Storrs, CT 06269-4144
(860) 486-3530

Haley & Aldrich, Inc.
Rick Standish, L.E.P.
Haley & Aldrich, Inc.
800 Connecticut Blvd.
East Hartford, CT 06108-7303
(860) 282-9400

Richard Miller, Director
University of Connecticut, Environmental Policy
31 LeDoyt Road, Unit 3038
Storrs, CT 06269-3038
(860) 486-8741

James Pietrzak, P.E., CHMM, Senior Project Manager
University of Connecticut, Architectural & Engineering Services
31 LeDoyt Road, Unit 3038
Storrs, CT 06269-3038 (860) 486-5836

CTDEP Consent Order
Quarterly Progress Report-July, August, September 2005
September 30, 2005

Reports

Copies of all project documents are available at:

Town Manager's Office
Audrey P. Beck Bldg.
4 South Eagleville Road
Mansfield, CT 06268
(860) 429-3336

CT Dept. of Environmental Protection
Contact: Ray Frigon
79 Elm St.
Hartford, CT 06106-5127
(860) 424-3797

Mansfield Public Library
54 Warrenville Road
Mansfield Center, CT 06250
(860) 423-2501

UConn at Storrs
Contact: Scott Brohinsky
University Communications
1266 Storrs Road, U-144
Storrs, CT 06269-4144
(860) 486-3530

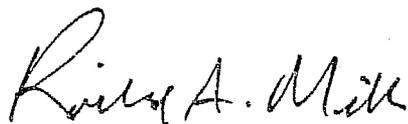
Certification:

As part of this submission, I am providing the following certification:

I have personally examined and am familiar with the information submitted in this document and all attachments and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement made in this document or its attachments may be punishable as a criminal offense.

Please contact James M. Pietrzak, P.E. at (860) 486-5836 or me at (860) 486-8741 if you need additional information.

Sincerely,



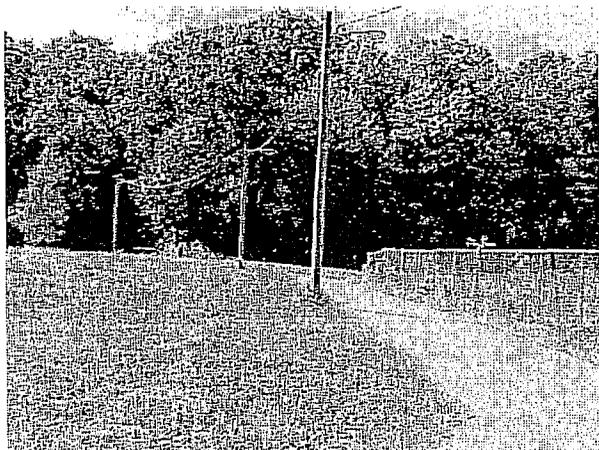
Richard A. Miller
Director, Office of Environmental Policy

RAM/JMP

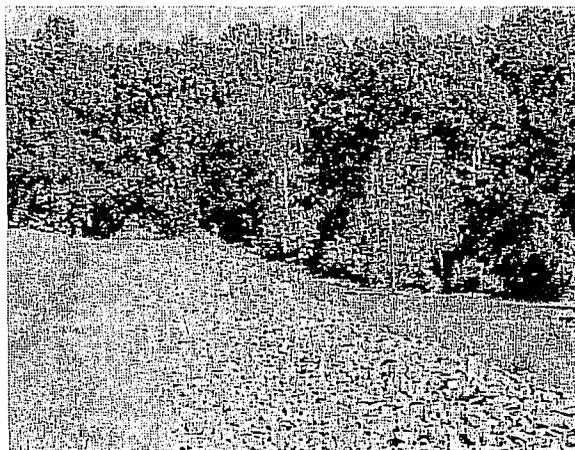
CTDEP Consent Order
Quarterly Progress Report-July, August, September 2005
September 30, 2005

cc:

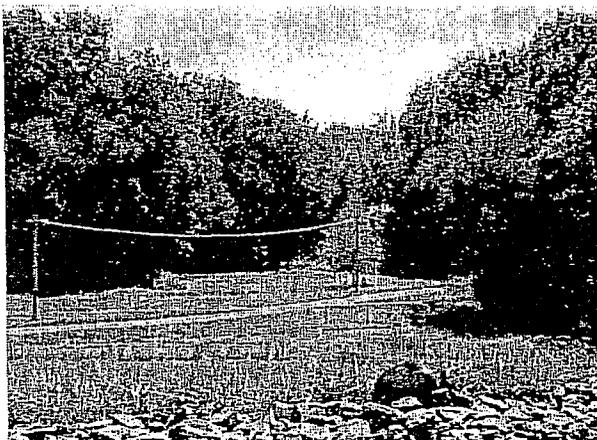
Gail Batchelder, HGC Environmental
Consultants
Martin Berliner, Town of Mansfield
Scott Brohinsky, UConn
Thomas Callahan, UConn
Marion Cox, Resource Associates
Brian Cutler, Loureiro
Amine Dahmani, ERI
Elida Danaher, Haley & Aldrich
Nancy Farrell, RVA
Linda Flaherty-Goldsmith, UConn
Charles Franks, USEPA
Todd Green, GZA
Peter Haeni, F.P. Haeni, LLC
Rob Hall, O&G
Allison Hilding, Mansfield Resident
Traci Iott, CTDEP
Carole Johnson, USGS
Ayla Kardestuncer, Mansfield Common Sense
John Kastrinos, Haley & Aldrich
Alice Kaufman, USEPA
Wendy Koch, Epona
Prof. George Korfiatis, Stevens Institute of
Technology
George Kraus, UConn
Dave Longo, O&G
Chris Mason, Mason & Associates
Peter McFadden, ERI
David McKeegan, CTDEP
Robert Miller, Eastern Highlands Health District
Greg Oneglia, O&G
Elsie Patton, CTDEP
James Pietrzak, UConn
Susan Soloyanis, Mitretek
Rick Standish, Haley & Aldrich
Brian Toal, CTDPH
Bruce Turbacuski, O&G
William Warzecha, CTDEP



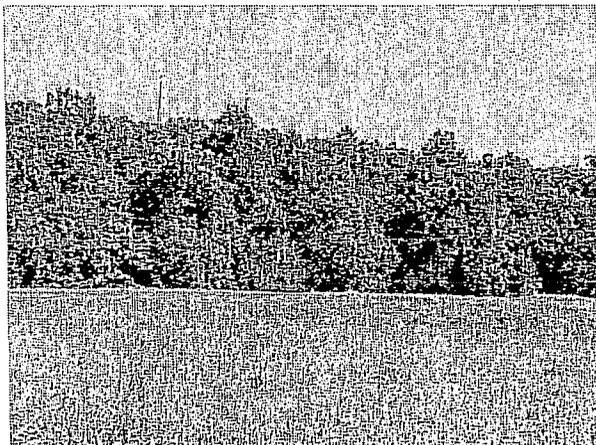
Pathway South of Landfill Looking West
09/19/05



Rip-Rap Drainage Swale at South Top of
Landfill



Pathway South of Landfill from Top of Landfill
09/19/05



Top of Landfill Looking East 09/19/05

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: *Martin Berliner*
 Martin Berliner, Town Manager
CC: Matt Hart, Assistant Town Manager; Curt Vincente, Director of Parks and Recreation
Date: October 11, 2005
Re: Skate Park Proposal

Subject Matter/Background

Town Council members addressed this proposed project at their September 12, 2005 meeting. Since that time, staff, along with interested residents and business leaders, have refined the scope of the project. A more detailed site review was conducted with staff to determine feasibility and proper location of the park and its scope. The determination was made that the site can accommodate 100' by 100' or 10,000 sq. ft. park within the Community Center property. In order to get a comparison, interested parties also visited four existing skate parks: Hebron, CT 9,600 sq. ft.; Newington, CT 9,600 sq. ft.; Shrewsbury, MA 20,000 sq. ft.; and Stafford, CT 6,325 sq. ft. If the Town Council wishes to proceed with this project, a site plan modification request will be submitted to the PZC for their next available meeting. If funding were available, willing contractors would like to proceed with this project this fall while they have the opportunity.

Financial Impact

See attached project budget for details. The estimated project budget would rely on \$40,000 funding from the town and \$40,000 in donations from local contractors and businesses. The town's shared amount of this project could be transferred from the capital non-recurring fund to the capital projects fund. Fees and charges would offset the long-term operational costs.

Legal Review

None required. PZC action is necessary for site plan modification.

Recommendation

Given the willingness of local contractors and businesses to contribute to this project and the heightened interest from residents to see this proposal become a reality, staff recommends that the town council support this project and authorize the transfer of funds from the capital non-recurring fund to the capital projects fund.

If the council agrees with this recommendation, the following motion is in order:

Move, to authorize staff to transfer \$40,000 from the capital non-recurring fund to the capital improvements fund to fund the construction of a skate park on the town's community center property, and to proceed with construction of the project, in partnership with local contractors and businesses.

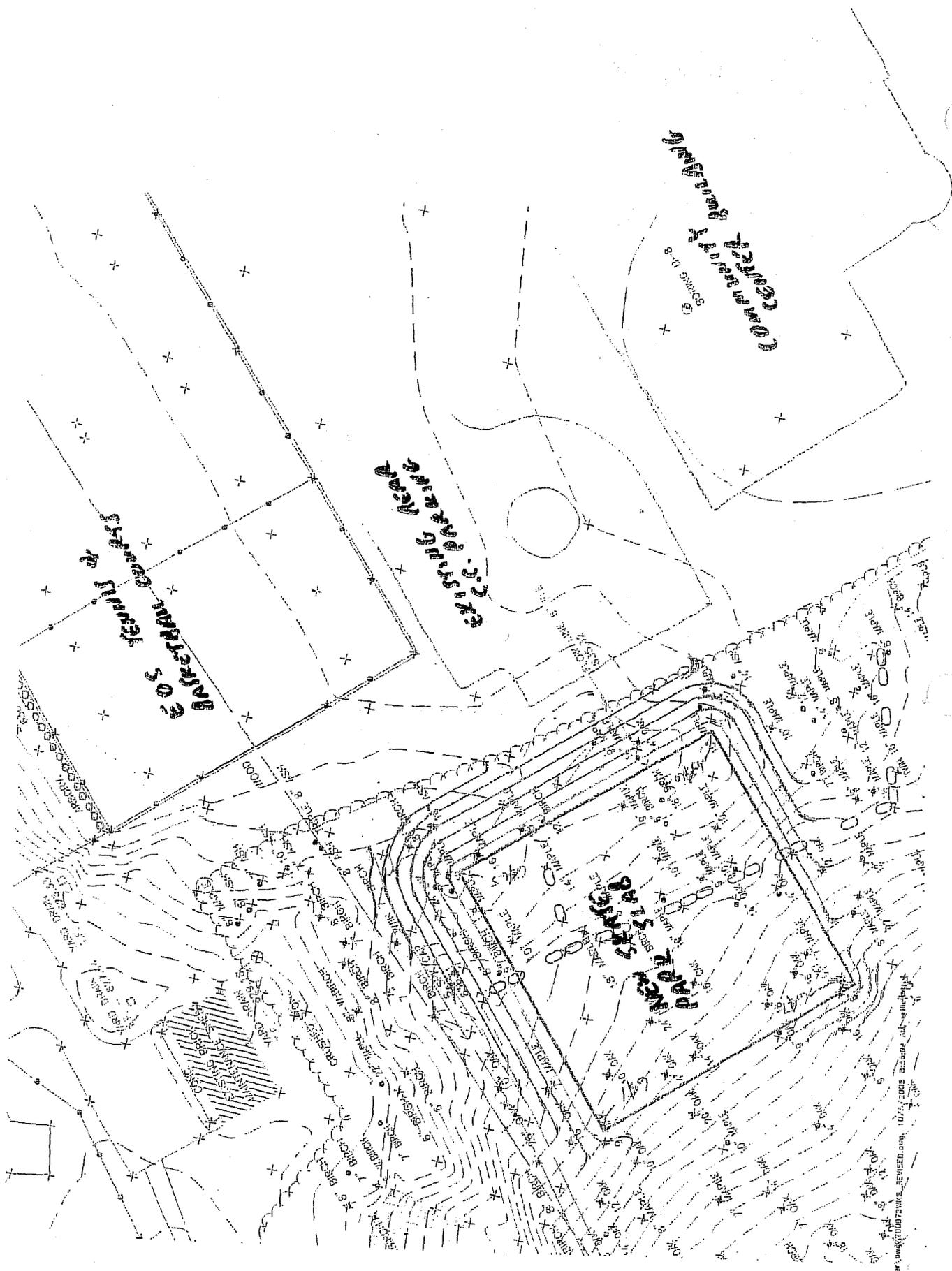
Attachments

- 1) Estimated Project Budget
- 2) Site Map

SKATE PARK PROPOSAL

Estimated Project Budget

ITEM	DESCRIPTION	AMOUNT	COST TO	TOTAL
		DONATED	TOWN	COST
tree removal	hired contractor		7,000	7,000
gravel fill	town stockpile, 2,700 cy (*see note), no cost for materials - hauled by Desiato, donation	3,000	0	3,000
site preparation	Desiato donation, stump removal and grading	7,000		7,000
concrete	purchased materials		14,000	14,000
concrete installation	Pellitier Builders donation	10,000		10,000
fencing	purchased materials and installation		12,500	12,500
security lighting	purchased materials and installation		3,000	3,000
equipment	most donated and/or constructed with local contributions	20,000	3,000	23,000
signage	rules and informational signs		500	500
	*note - fill required may be considerably less depending upon on-site ledge			0
				0
				0
				0
TOTAL		40,000	40,000	80,000





**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: *Martin Berliner*
Martin Berliner, Town Manager
CC: Matt Hart, Assistant Town Manager
Date: October 11, 2005
Re: Fenton River (Consent Order)

Subject Matter/Background

Please find enclosed the consent order between the University of Connecticut and the Department of Public Health Services (DPHS). In general, the order provides that the University will retain New England Water Utility Services, Inc. to manage its two community public water systems, and shall designate an onsite manager to administer the contractual services provided. The University is also required to submit a proposed procurement process to identify a qualified firm to operate and manage the two water systems, and to prepare a water system master plan for both the main and Depot campuses.

In addition, Department of Environmental Protection (DEP) Commissioner Gina McCarthy has responded to President Austin's recent letter, and I have attached that correspondence. Furthermore, over the next few months the university should complete the Fenton River study, which should address a number of the community's concerns.

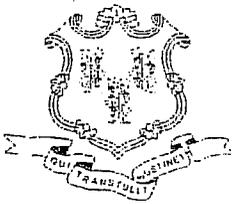
In related news, the DPHS is in the process of completing its review of the UConn Water Study, and Mayor Paterson and I will be meeting in a few weeks to review the various issues with the President of the UConn Board of Trustees, UConn President Phillip Austin, as well as the commissioners of the DEP and the DPHS.

Recommendation

I expect that over the next few months we will continue to be involved in the discussions between the university and various state agencies, and that we will receive additional materials that will help to inform and guide the actions of the town. For that reason, I would suggest that this item be carried as a recurring business item on future agendas and that the town council as a whole serve as a committee to ensure that the interests of the community are well protected in this matter.

Attachments

- 1) Consent Order DWS-05-078-397
- 2) Commissioner G. McCarthy re: Fenton River



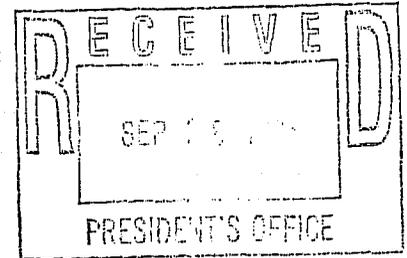
STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

CERTIFIED MAIL

September 26, 2005

Ms. Linda Flaherty-Goldsmith
Vice President, Chief Operating Officer
University of Connecticut
Gulley Hall
352 Mansfield Road, Unit 2014
Storrs, CT 06269-2014



PUBLIC WATER SYSTEM: University of Connecticut – Main Campus
PUBLIC WATER SYSTEM: University of Connecticut – Depot Campus
PWS TYPE: Community
TOWN: Mansfield
PWSID: CT0780021 & CT0780011

Re: Consent Order DWS-05-078-397

Dear Ms. Flaherty-Goldsmith:

Enclosed is a copy of the signed Consent Order (DWS-05-078-397). Please note that all submissions required in this Consent Order shall be sent to me at the letterhead address. Also, if you have any questions regarding the Consent Order please give me a call at (860) 509-7333. Thank you for your cooperation in this important matter.

Sincerely,

Gary Johnson
Supervising Environmental Analyst
Drinking Water Section

- cc: Norma D. Gyle, DPH
- Ellen Blaschinski, DPH
- Gerald R. Iwan, DPH
- Darrell Smith, DPH
- ✓ Thomas Callahan, UCONN
- Richard Lynch, Office of Attorney General
- Robert L. Miller, DOH-Eastern Highlands Health District



UNIVERSITY OF CONNECTICUT
3 NORTH HILLSIDE ROAD
STORRS, CT 06269

CONSENT ORDER

WHEREAS, the Department of Public Health (hereinafter "the Department") has jurisdiction over all matters concerning the purity and adequacy of public drinking water supplies pursuant to Section 19a-2a and 19a-36 of Chapter 368a and Sections 25-32 et seq. of Chapter 474 of the Connecticut General Statutes (CGS); and

WHEREAS, the Department has jurisdiction and authority to issue this Consent Order pursuant to Sections 4-177(c), 19a-2a, 19a-36, 25-32, 25-33, 25-34, and 25-36 of the CGS; and

WHEREAS, the University of Connecticut (hereinafter "the Respondent") owns and operates two community public water systems (University of Connecticut – Main Campus and University of Connecticut - Depot Campus) in the town of Mansfield and is subject to the jurisdiction of the Department; and

WHEREAS, the University of Connecticut was notified of multiple deficiencies in its systems from November 7, 2001 until the present and these deficiencies relate to operation and management of the systems and they relate to maintaining the quality standards set forth in the Regulations of Connecticut State Agencies Secs. 19-13-B102, 19-13-B38a, and operating certification regulations Sec. 25-32-9.

WHEREAS, the Respondent and the Department are desirous of addressing the public water systems' regulatory noncompliance and violations without further administrative or judicial action;

NOW, THEREFORE, the Department through its Drinking Water Section acting herein and through Norma Gyle, Deputy Commissioner, and the Respondent, acting herein by Linda Flaherty-Goldsmith, its Vice President and Chief Operating Officer, hereby stipulate and agree as follows:

1. This Consent Order shall have the same force and effect of law as an order entered as a final decision of the Department.
2. The Respondent, by entering into this Consent Order, waives any further rights it may have to an administrative hearing or to otherwise contest or challenge the validity of the provisions of this Consent Order and terms set forth herein are not subject to reconsideration, collateral attack or judicial review under any legal theory or in any forum. Further, this Order is not subject to appeal or review under the provisions of Chapters 54 or 368a of the General Statutes of Connecticut.

3. The Department shall not pursue penalties or administrative or judicial action against the Respondent for violations of Section of the RCSA set forth above provided that the Respondent is in compliance with this Consent Order.

4. As an immediate measure, the Respondent will achieve and maintain compliance with the requirements of Sections 19-13-B102, 19-13-B38a and 25-32-9 of the RCSA in accordance with the following schedule:

a. Immediately, the Respondent shall verify in writing to the Department that its services agreement with New England Water Utility Services, Inc. "hereinafter Contractor" is in full force, and shall submit the name, business address, phone & fax numbers, and e-mail address of the Contractor's chief operator that is assigned to the Respondent's water systems.

b. Immediately, the Respondent shall designate an on-sight employee in a management position who is responsible to administer the contracted services, ensure adequate delivery of the services, keep a diary of services provided, assess the performance of the contractor, and prepare a monthly report of progress made and activities accomplished and a backup in his or her absence. The name, phone number and business address of the designated manager and his or her backup shall be submitted to the Department and to the Contractor. The Department shall be notified immediately of any change in the employee designated or the backup.

5. On or before November 1, 2005, the Respondent shall verify in writing to the Department that it has completed implementation of Paragraph 4 of this Consent Order.

6. The Department shall provide assistance by advising the Respondent in development of a procurement process to identify a qualified firm to provide operation and total management of the water system and the preparation of a water system master plan for both the Main and Depot Campuses.

7. On or before December 1, 2005, the Respondent shall submit to the Department for review and comment a procurement process the University will follow to identify a qualified firm to provide operation and total management of the water system and the preparation of a water system master plan for both the Main and Depot Campuses.

8. The contractor that is retained by the Respondent shall be required by the Respondent to comply with all the regulations of the Department and to satisfy all reporting requirements of the regulations by reporting directly to the Department and the University for the term of the contract.

9. The Contractor shall manage the two systems of the Respondent.

10. Although the ultimate responsibility for the operation and management of the Respondent's systems rests with the Respondent, during the course of this Consent Order the operation and management of the systems shall rest with the Company with the full cooperation of the University.

11. On or before November 1, 2005, and bi-monthly thereafter, the Respondent shall submit to the Department a report outlining progress made in complying with this Consent Order, more specifically Paragraph 4b, 7, 14, and 16.

12. On or before May 1, 2006, the Respondent shall verify in writing to the Department that a contractor has been selected and retained through the procurement process and that this contractor is now responsible for providing operation and total management of the water system for both the Main and Depot Campus's. The Department shall be advised by the University the name of the contractor and be provided a copy of the contract under which the company is retained.

13. The firm retained under Paragraph 7 shall develop a water system master plan which shall identify and evaluate viable options for meeting the Respondent's future drinking water needs.

14. On or before November 1, 2006, the Respondent shall submit to the Department its Water System Master Plan for comments from the Department. The Department shall approve use of the land falling within the definition of water company lands.

15. After acceptance, the Respondent shall incorporate the plan into its water supply planning process.

16. The Respondent shall use best efforts to submit to the Department all the documents required by this Consent Order in a complete and approvable form within the specified timeframes. If the Department notifies the Respondent that any document or other action is deficient, and does not approve it with conditions or modifications, it is deemed disapproved, and the Respondent shall correct the deficiencies and resubmit it within the time specified by the Department in its notice of deficiencies. However, the Department may in its sole discretion elect not to provide Respondent any opportunity to cure such deficiencies and instead seek remedies for breach of this Consent Order. In approving any document or other action under this Consent Order, the Department may impose such conditions or modifications as it deems necessary to assure the purity and adequacy of the public water supply. Nothing in this paragraph shall excuse noncompliance or delay in meeting any compliance date specified in the Consent Order.

17. In the event that the Respondent becomes aware that it may not comply in a timely fashion with any requirement of the Consent Order or any other compliance date imposed by the Department hereunder, the Respondent shall immediately notify the Department and shall take all steps necessary to ensure that any noncompliance is avoided. In so notifying the Department, the Respondent shall state in writing the reasons for noncompliance or delay and propose dates by which compliance will be achieved. The Department shall notify the Respondent in writing of any modification of compliance dates in response thereto, and the Respondent shall comply with any dates, which may be specified in writing by

the Department. Notification by the Respondent shall not excuse noncompliance or delay, and the Department's approval of any extended compliance date shall not excuse noncompliance or delay with respect to any subsequent compliance date specified in the Consent Order or otherwise imposed by the Department.

18. Except as provided in Paragraph 16 and 17, this Consent Order may be modified only with the consent of both parties in writing.

19. The Respondent shall not be considered in full compliance with this Consent Order until all actions required by the Consent Order have been completed to the satisfaction of the Department, and the Respondent has achieved compliance with Sections 19-13-B102, 19-13-B38a and 25-32-9 of the RCSA.

20. All submittals required of the Respondent shall be sent to: Mr. Gary Johnson, Supervising Environmental Analyst, Connecticut Department of Public Health, Drinking Water Section, 410 Capitol Avenue, MS#51 WAT, P.O. Box 340308, Hartford, CT 06134-0308.

21. In carrying out its obligation under this Consent Order, the Respondent shall abide by all requirements of law. Nothing in this Consent Order shall relieve the Respondent of its duty to comply with applicable federal, state and, to the extent local law does not conflict with the requirements of this Consent Order, local law.

22. The Respondent's obligations under this Consent Order shall not be affected by the passage of title to any property to any other person, corporation, municipality or other legal entity. The terms of this Consent Order shall be binding upon and enforceable against the Respondents successors and assigns.

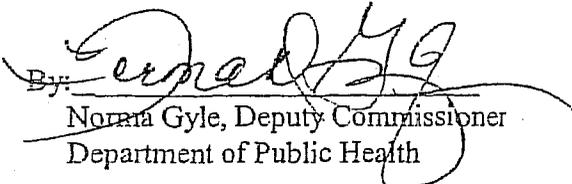
23. The Respondent understands this Consent Order is a revocable offer of settlement that may be modified by mutual agreement or withdrawn at any time prior to its being signed by the Drinking Water Section Chief or his designee.

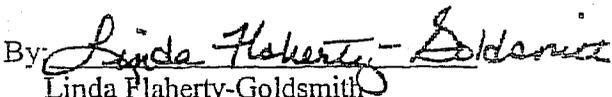
24. THIS CONSENT ORDER IS A FINAL ORDER OF THE DEPARTMENT WITH RESPECT TO THE MATTERS ADDRESSED HEREIN AND IS ENFORCEABLE PURSUANT TO CGS 25-36(b). The Department may at any time take any and all legal, administrative or equitable action necessary to assure the purity and adequacy of this public water system, except as agreed to in Paragraph 3. The Department may take any other such action as provided by federal or state law on all matters not covered specifically in the Consent Order. Failure to comply with any provision of this Consent Order may subject the Respondent to a court order pursuant to Section 25-36(b) and/or fines pursuant to Section 25-37 of the CGS to aid in the enforcement of the provisions of this Consent Order.

IN WITNESS WHEREOF, the parties hereto have caused this Consent Order to be executed by their officers and officials authorized and empowered to act on their behalf. The undersigned representative of the Respondent certifies that he or she is fully authorized to enter into this Consent Order and to legally bind the Respondent to the terms and conditions of the Consent Order.

9/23/05
Date

9/22/2005
Date

By: 
Norma Gyle, Deputy Commissioner
Department of Public Health

By: 
Linda Flaherty-Goldsmith
Vice President, Chief Operating Officer
University of Connecticut

ORDER NO. DWS-05-078-397

C. Tomkins/Rich M

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION

79 ELM STREET HARTFORD, CT 06106-5127

PHONE: 860-424-3001



Gina McCarthy
Commissioner

September 30, 2005

President Phillip Austin
University of Connecticut
Gulley Hall
353 Mansfield Road Unit 2048
Storrs, CT 06269-2048

Dear President Austin:

Thank you for your letter of September 23, 2005 outlining actions UConn intends to take to address the Fenton River situation. We appreciate your recognition of the seriousness of the matter and your commitment to implementing significant conservation measures to reduce demand, conducting and executing infrastructure evaluations and improvements to improve capacity and delivery and performing restorative actions and studies to address the natural resource impacts. The list of measures is going to be very useful in setting the short and long term steps to work towards resolution of this situation.

The next step is to have our respective staff work on an implementation plan and schedule for the identified measures. I would also recommend weekly status calls between staff to keep ourselves and interested parties apprised of developments and the progress being made.

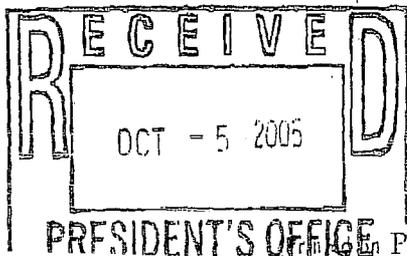
I have asked Yvonne Bolton, Chief of the Water Management Bureau to contact Rich Miller to pursue implementation planning and to make arrangements for such calls. Ms. Bolton will coordinate the participation of appropriate DEP staff as we proceed.

If you have any questions, please feel free to contact me.

Yours truly,

Gina McCarthy
Commissioner

GM/yb





**Town of Mansfield
Agenda Item Summary**

To: ~~Town Council~~
From: *Martin Berliner*
 Martin Berliner, Town Manager
CC: Matt Hart, Assistant Town Manager
Date: October 11, 2005
Re: Campus/Community Relations

Subject Matter/Background

We would like to provide the town council with an update regarding campus/community relations:

- In conjunction with the state police, the Mansfield police department has worked hard since the beginning of the fall semester to patrol the neighborhoods adjacent to the university. Arrests for more violent offenses are down, which is positive. However, observed levels of substance abuse remain high, which continues as a concern.
- The Mansfield Community-Campus partnership continues to meet every few weeks. The group is now in the process of preparing an action plan to focus its efforts, and will shortly begin work to prepare a legislative program for the upcoming session of the Connecticut General assembly.
- In furtherance of the recommendations presented by the town council committee on community quality of life, a group of state police, and town and university staff has formed off-campus outreach teams. The teams have visited the neighborhoods adjacent to campus, and have met with the students living in those neighborhoods to discuss various quality of life issues, including large parties, underage drinking, litter, noise and the importance of being a good neighbor. The teams have been pleasantly surprised by the knowledge the off-campus students have regarding the town's ordinances and zoning regulations. The teams expect to conduct additional visits to the neighborhoods this fall, as well as next spring.
- Staff is continuing its work on the draft housing code, and plans to submit a proposal to the town council late this fall.
- The mayor and other council members have provided us with information regarding best practices and approaches used by other university communities.
- Town staff is meeting with university staff to develop a proposal regarding a center for off-campus services.
- The assistant town manager recently participated in a panel discussion regarding town and university relations at the annual conference of the International City/County Management Association (ICMA). A number of universities nationwide, particularly large public universities, are dealing with similar quality of life issues. ICMA has formed a consortium for staff working in universities communities, and the consortium should prove useful for sharing information and promoting best practices.

The city of Clemson, South Carolina and Clemson University plan to host a conference regarding town/university relations in November 2006.

We will continue to keep the council abreast of our efforts with respect to campus-community relations and quality of life issues.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Martin Berliner, Town Manager
CC: Curt Vincente, Director of Parks and Recreation; Matt Hart, Assistant Town Manager
Date: October 11, 2005
Re: Proclamation in Honor of Amanda Barry

Subject Matter/Background

Amanda Barry, an employee of Mansfield Parks and Recreation, donated her time and efforts to the American Red Cross Hurricane Katrina relief efforts in Houston, Texas. Her letters home to friends, family and co-workers gave us all a heart-wrenching perspective of the tragedy of this natural disaster as well as a renewed faith in the goodness of human kind. With other volunteers, Amanda selflessly aided the victims of Katrina and is a remarkable role model. Consequently, we would like the mayor to present Amanda with a proclamation in honor of her work.

Recommendation

Staff requests that the council authorize the mayor to issue the attached proclamation.

If the town council supports this recommendation, the following motion is in order:

Move, effective October 11, 2005, to authorize Mayor Paterson to issue the attached Proclamation in Honor of Amanda Barry.

Attachments

- 1) Proclamation in Honor of Amanda Barry



*Town of Mansfield
Proclamation
In Honor of Amanda G. Barry*

Whereas, Amanda G. Barry, long-time Mansfield resident and parks and recreation employee, donated two weeks of her time and effort to the American Red Cross Hurricane Katrina relief efforts in Houston, Texas; and

Whereas, she tirelessly and selflessly aided hurricane victims and provided them with the basic necessities of food, comfort and friendship at a time when their lives were turned upside down; and

Whereas, during a time of crisis, Amanda extended her compassion and love to those who needed it most; and

Whereas, her letters home to friends, family and co-workers gave us all a heart-wrenching perspective of the tragedy of this natural disaster as well as a renewed faith in the goodness of human kind; and

Whereas, Amanda is a remarkable role model and an exceptional individual:

NOW, THEREFORE, I, Elizabeth C. Paterson, Mayor of Mansfield, Connecticut, on behalf of the Town Council and the citizens of Mansfield do hereby issue this proclamation on this eleventh day of October in the year 2005 to Amanda G. Barry in recognition of her volunteer efforts on behalf of the victims of Hurricane Katrina.

Elizabeth C. Paterson
Mayor, Town of Mansfield
October 11, 2005



Item #8

**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Martin Berliner, Town Manager
CC: Matt Hart, Assistant Town Manager
Date: October 11, 2005
Re: Collective Bargaining Agreement between the Mansfield Board of Education and the Mansfield Administrators' Association

Subject Matter/Background

The Mansfield Board of Education (MBOE) and the Mansfield Administrators' Association have agreed to a contract settlement, the highlights of which are attached.

With respect to the collective bargaining agreements concerning certified school personnel, the town council has three options:

- 1) Ratify/approve the tentative agreement;
- 2) Reject the tentative agreement, in which case the matter shall be referred to binding arbitration; or
- 3) Take no action, in which case the tentative agreement shall be considered ratified by the town after a 30-day waiting period.

Legal Review

The MBOE has negotiated the agreement with the assistance of its labor attorney.

Recommendation

Town staff does not participate in labor relations involving MBOE employees. The cost projections for the tentative agreement do appear reasonable with respect to recently negotiated teacher settlements around the state. Also, the board has worked hard to reduce its future costs for health insurance, while still retaining excellent coverage for its employees. Because the parties have negotiated and reached an agreement in good faith, staff recommends that the town council ratify or take no action on this item.

Attachments

- 1) Key Provisions of Settlement with the Mansfield Administrators' Association
- 2) Collective Bargaining Agreement between the Mansfield Board of Education and the Mansfield Administrators' Association

Memo

To: Martin Berliner

From: Gordon Schimmel

CC: Joan Gerdsen

Date: 10/6/2005

Re: Mansfield Administrators' Agreement July 2006-June 2009

I write to inform you that at its regularly scheduled meeting on Thursday, September 29th, the Mansfield Board of Education ratified the Mansfield Administrators' Agreement effective July 2006-June 2009.

For your information, I attach a copy of a summary of the highlights of the agreement, as well as a copy of the complete document. The Board wishes to thank Council member Helen Koehn for her participation in these negotiations.

September 21, 2005

Mansfield Board of Education

Key Provisions of Settlement with the
Mansfield Administrators' Association

Issue	Current Provisions	Agreement
Duration	2-year agreement	3-year agreement (2006-09)
Insurance—PPO Plan		
Premium Contribution	2004-05: 12.5% 2005-06: 13.0%	15.5% for 2006-09
PPO plan design		Note: The administrators agreed to the PPO plan negotiated with the MEA in 2004 (and subsequently negotiated with other bargaining Mansfield BOE bargaining units). The specific elements of the plan are as follows:
OV co-payment & outpatient services	\$0 preventive care \$15 PCP \$15 specialists (including allergists) \$15 for outpatient services (including mental health, substance abuse, PT, OT, speech, chiro, short-term rehab)	\$0 preventive care \$15 PCP \$15 specialists (including allergists) \$15 for outpatient services (including mental health, substance abuse, PT, OT, speech, chiro, short-term rehab)
Urgent Care	\$25	\$25
ER	\$25	\$50
Outpatient hosp. services	N/A	\$100
In-patient hosp.	N/A	\$200
Out-of-network		
Deductibles	\$200/400/500	\$400/800/1000
80/20 Co-insurance, up to the following out-of-pocket max.	\$1000/2000/2500	\$2000/4000/5000
Lifetime max. benefit	\$1,000,000	\$1,000,000
Prescription Coverage	\$5/15/25 public sector formulary, \$3,000/year max, 2x co-payment	\$5/15/25 public sector formulary, \$3,000/year max, 2x co-payment for mail

Issue	Current Provisions	Agreement
	for mail order (3-mo. supply).	order (3-mo. supply).
POS Plan	No POS plan currently	The Board will offer a POS plan as an alternative to the PPO plan. The Board will have the right to set the employee premium contribution percentage for the POS plan, at a percentage not to exceed the percentage contribution for the PPO plan.
OV co-payment & outpatient services	N/A	\$0 preventive care \$20 PCP \$25 specialists (including allergists) \$25 for outpatient services (including mental health, substance abuse, PT, OT, speech, chiro, s/t rehab)
Urgent Care	N/A	\$50
ER	N/A	\$75
Outpatient hosp. services	N/A	\$175
In-patient hosp.	N/A	\$350
Out-of-network	N/A	
Deductibles	N/A	\$500/1000/1500
80/20 Co-insurance, up to the following out-of-pocket max.	N/A	\$2500/5000/7500
Lifetime max. benefit	N/A	\$1,000,000
Prescription Coverage	N/A	\$10/25/40 public sector formulary, \$2,000/year max, 2x co-payment for mail order (3-mo. supply).
Domestic Partner Benefits	Contract contains insurance benefit provisions for same-sex domestic partners.	Domestic partner language deleted as a result of the new civil union legislation.
Salary and Annuity		2004-05: 3.0% plus step (step 0.59%) 2005-06: 3.0% plus step (step 0.50%) 2006-07: 3.0% plus step (step 0.50%) The Board's annuity contribution will increase from 3.0% to 3.5%, effective at the beginning of the contract.
Personal Leave	Personal leave days must be used by June 30 of each year.	Personal leave days may be used either during the fiscal year in which they are earned, or during July and August of the following fiscal year, provided that any

Issue	Current Provisions	Agreement
		personal days not used prior to one week before the start of the school year shall be forfeited.
Tuition Reimbursement	Board provides \$2,750 for tuition reimbursement for the entire bargaining unit in the aggregate.	The Board will provide \$5,000 for tuition reimbursement for the entire bargaining unit in the aggregate.
Salary Differential Upon Elimination of Position	No such provision.	If an administrator is bumped into a teaching position as a result of the elimination of an administrative position, the affected employee will be paid a separation allowance equal to the difference between the administrators' salary prior to the elimination of the position and the applicable salary in the teaching position, for a period of one year.

270892 v.03

AN AGREEMENT BETWEEN

THE MANSFIELD BOARD OF EDUCATION

and the

MANSFIELD ADMINISTRATORS' ASSOCIATION

July 1, 2006 - June 30, 2009

9/22/05
120459 v.05

TABLE OF CONTENTS

ADMINISTRATORS' AGREEMENT 2006-2009

Article 1 - Recognition	1
Article 2 - Board Prerogatives.....	1
Article 3 - Severability	1
Article 4 - Grievance Procedure	2
Article 5 - Work Year	5
Article 6 - Leave Policies	6
Article 7 - Payroll Deductions.....	10
Article 8 - Insurance Benefits	11
Article 9 - Retirement Pay	13
Article 10 - Reduction in Force.....	13
Article 11 - Just Cause	15
Article 12 - Compensation Schedule	15
Article 13 - Longevity.....	16
Article 14 - Tuition Reimbursement	16
Article 15 - Duration	17
Signatories -.....	17
Memorandum of Agreement -	18

ADMINISTRATIVE SALARY SCHEDULES

2006-2009	21-23
Schedule A - Elementary School Principals	
Schedule B - Middle School Principal	
Schedule C - Director of Special Education and Student Support Services	
Schedule D - Middle School Assistant Principal	

INDEX

ADMINISTRATORS' AGREEMENT 2006-09

Annuities, Tax-Sheltered	10
Anthem Blue Cross/Blue Shield	11
Bereavement Leave	7
Board Prerogatives	1
Deductions, Payroll	10
Dental insurance	13
Duration	17
Employment year	5
Grievance, formal procedure, Level one (Supt.)	3
Level two (Board)	3
Level three (Arbitration)	4
Grievance, obligations of administrators	5
Grievance, rights of administrators	4
Grievance, time limits	2,3
Injury, work-related (leave)	9
Insurance benefits	11
Jury Duty	8
Just Cause	15
Leave, administrative release days	9
Leave, bereavement	7
Leave, individual (personal/private)	6
Leave, professional (professional days)	7
Leaves, other	10
Life insurance plan	12
Longevity	16
Northeast Family Federal Credit Union	10
Payroll deductions	10
Recall procedures under RIF policy	15
Recognition ..	1
RIF procedure, criteria	14
Retirement ..	13
Sabbatical Leave	8, 9
Salary Schedules	21-23
Severability ..	1
Sick leave	7,8
Tuition Reimbursement	16
Vacations, extensions of leaves	5,6
Work Calendar	5

**CONTRACT BETWEEN
THE MANSFIELD ADMINISTRATORS' ASSOCIATION
AND THE
MANSFIELD BOARD OF EDUCATION**

2006-2009

**ARTICLE 1
RECOGNITION**

The Mansfield Board of Education (hereinafter referred to as "the Board") hereby recognizes the Mansfield Administrators' Association (hereinafter referred to as "the Association") as the exclusive representative for the administrators below the rank of superintendent and assistant superintendent, as defined in Sections 10-153b through 10-153f of the Connecticut General Statutes, for the entire administrative unit as defined in the aforementioned statute.

**ARTICLE 2
BOARD PREROGATIVES**

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the public schools in the Town of Mansfield in all its aspects, including but not limited to the following: To employ, assign and transfer administrators; to exercise those powers specified in Sections 10-220, 10-221, and 10-222 of the Connecticut General Statutes; to suspend or dismiss employees of the schools in the manner provided by statutes; to prepare and submit budgets to the Town Council, and in its sole discretion, expend monies appropriated by the Town; to make such transfers of funds within the appropriated budget as it shall be deem desirable; to establish or continue policies and procedures for the conduct of school business and, from time to time, to change or abolish such policies and procedures; to discontinue processes or operations or discontinue their performance by employees; to select and determine the number and types of employees required to perform school operations; to establish contracts or subcontracts for school operations; and to determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the school district.

**ARTICLE 3
SEVERABILITY**

In the event that any provision or portion of this agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, such provision

or portion shall be severed from this agreement, and the balance and remainder of this agreement shall remain in full force and effect.

ARTICLE 4 GRIEVANCE PROCEDURE

Purpose : The purpose of this procedure is to secure equitable solutions to problems which may arise under this Agreement, affecting the welfare or working conditions of administrators. Both parties agree that proceedings shall be kept as confidential as is appropriate.

A. Definitions:

1. "Grievance" shall mean a claim based upon a complaint by an administrator(s) that he/she has been unfairly or inequitably treated, (a) upon a violation, misrepresentation or misapplication of the provisions of this Agreement, or (b) upon an event or condition which affects the welfare or conditions of employment of an administrator or group of administrators arising from the language of this Agreement or an alleged breach thereof. Grievances described in (a) above may be submitted to arbitration in accordance with Level 3 of this procedure. Grievances described in (b) above may be processed through to the Board at Level 2, but may not be submitted to arbitration under this Agreement.
2. "Administrator" means an employee in the administrators' bargaining unit, as defined in Article 1 of this Agreement.
3. "Party in interest" shall mean the administrator(s) making the claim, including their designated representative(s) as provided for herein.
4. "Days" shall mean business days.

B. Time Limits:

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If an administrator does not file a grievance in writing with the Superintendent of Schools within twenty (20) days after he/she knew or, under normal circumstances, should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

3. Failure by the grievant administrator at any level to appeal a grievance to the next level within the time limit specified in the formal procedure shall be deemed to be acceptance of the decision rendered at that level.

C. Procedure:

1. Level One - Superintendent of Schools

- (a) If an administrator wishes to file a grievance, he/she shall file the grievance in writing with the Superintendent of Schools within twenty (20) days after he/she knew, or under normal circumstances, should have known of the act or conditions on which the grievance is based.
- (b) The Superintendent shall, within ten (10) days after receipt of the grievance, meet with the grievant administrator and with representatives of the Administrators' Association for the purpose of resolving the grievance.
- (c) The Superintendent shall, within seven (7) days after the hearing, render his/her decision and the reasons therefor in writing to the grievant administrator with a copy to the Association.

2. Level Two - Board of Education

- (a) If the grievant administrator is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after receipt of the decision, file the grievance with the Association for appeal to the Board of Education.
- (b) The Association may, within three (3) days after receipt, refer the appeal to the Board of Education.
- (c) The Board (or the Board's designated committee) shall, within twenty (20) days of receipt of the grievance, meet with the grievant administrator and with representatives of the Association for the purpose of resolving the grievance. The grievance meeting shall be held in executive session to the extent permitted by law.
- (d) The Board (or the Board's designated committee) shall render its decision and the reasons therefore in writing to the grievant administrator, with a copy to the Association, within ten (10) days following the hearing of the appeal.

3. Level Three - Arbitration

- (a) The decision of the Board shall be final on all grievances except as specifically provided in paragraph "b" below.
- (b) If the decision of the Board does not resolve, to the satisfaction of the grievant administrator, a grievance based upon an alleged violation, misinterpretation or misapplication of the specific terms of this Agreement, and he/she wishes to have the matter reviewed by a third party, and if the Association determines that the matter should be reviewed further it shall so advise the Board through the Superintendent within twenty (20) days of the Board's decision. The Board and the president of the Association shall, within five (5) days after such a written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the Board and the Association are unable to agree on an arbitrator within five (5) days, the American Dispute Resolution Center shall be immediately called upon to select the single arbitrator.
- (c) All grievance proceedings shall be conducted in accordance with the rules of the American Dispute Resolution Center. The decision of the arbitrators shall be final and binding, except as otherwise provided by law. The arbitrator shall be bound by, and must comply with all of the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The arbitrator shall not usurp the function of the Board or proper exercise of its judgment and discretion under the law and this Agreement.
- (d) The costs of the services of the arbitrator shall be borne equally by the Board and the Association.

D. Rights of Administrators:

- 1. No reprisals of any kind shall be taken by the Board, the Association, or by any member of the staff against any participant in the grievance procedure by reason of such participation.
- 2. Any party in interest may be represented at any formal level of the Grievance Procedure by up to two (2) representatives of the Association.
- 3. All records dealing with the processing of a grievance shall be filed in a central filing system separate from the personnel file.

E. Obligation of Administrators:

This is the official, mutually agreed upon procedure by which administrators register grievances and administrators will proceed exclusively in accordance with this procedure.

**ARTICLE 5
WORK YEAR**

- A. Members of the administrative staff will be considered full-year employees whose scheduled work year will begin on July 1 and conclude on June 30.

Administrators will receive paid leave for thirteen (13) observed holidays and vacation days according to Paragraph B below.

- B. Except as provided in Section D below, effective July 1 of each contract year, each administrator shall be credited with the following applicable number of vacation days:

Position	Hired Prior to 7/1/04	Hired on or After 7/1/04
Schedule A (Elementary Principals)	20 days	25 days
Schedule B: (Middle School Principal)	25 days	25 days
Schedule C (Director of Special Education and Student Support Services)	20 days	25 days
Schedule D (Middle School Assistant Principal)	20 days	25 days

Up to seven (7) unused vacation days may be carried over into the following contract year only, and may not be carried over or accumulated thereafter. Vacation shall be scheduled by mutual agreement between the administrator and the Superintendent of Schools. The use of vacation time while school is in session is subject to the prior approval of the Superintendent of Schools. Vacation days carried over from the prior year in accordance with this section, as

well as unused administrative release days, may be used during the following contract year when school is not in session.

Schedule A, C and D administrators hired prior to July 1, 2004 may take time off during school vacations that occur during the school year, with such time not counted as vacation time.

- C. There will be four salary schedules for administrators, as follows:

Schedule A: Elementary Principals
Schedule B: Middle School Principal
Schedule C: Director of Special Education and Student Support Services
Schedule D: Middle School Assistant Principal

For purposes of calculating per diems, and for purposes of calculating the maximum sick leave accumulations under Article 6, Section D.1.a, the paid days will be 213 for Schedules A, C and D for administrators hired prior to July 1, 2004, and 220 for Schedules A, C and D for administrators hired on or after July 1, 2004. The paid days for Schedule B shall be 222. These paid days will be divided into the annual salary of each administrator as reflected in the attached "Administrator Salary Schedules" A, B, C and D for purposes of calculating per diem payments.

- D. For administrators who begin employment during the work year, salary, vacation and all leave time shall be pro-rated based on the ratio of the number of business days in the administrators' shortened work year to the number of business days in the full administrator work year for that position. For administrators who end employment during the work year, salary, leave, and release days shall be pro-rated based on the ratio of the number of business days in the administrators' shortened work year to the number of business days in the full administrator work year for that position.

ARTICLE 6 LEAVE POLICIES

- A. Individual Leave - Administrators will be allowed a maximum of three (3) days of absence without loss of pay for individual reasons, provided the absences are approved by the Superintendent of Schools. These individual reasons shall include: legal business, attendance at academic exercises and other pressing matters of an individual nature which cannot reasonably be attended to on non-school days. One of these days may be taken as private leave with no further explanation. Specifically excluded from individual leave with pay are absences which result in an extension of Thanksgiving, Christmas, Winter or Spring vacations. Personal leave days may be used either during the fiscal year in which

they are earned, or during July and August of the following fiscal year, provided that any personal days not used prior to one week before the start of the school year shall be forfeited.

B. Professional Leave - The Board of Education encourages each administrator to continue his/her professional growth while in service through participation in professional meetings, conferences and conventions at the local, regional and national level and through visiting programs in other schools, either within or outside the school system when such activity is expected to result in professional growth of the administrator and, therefore, improvement in the quality of education in the Mansfield Public Schools. Professional days for those purposes may be granted without loss of pay upon approval of the Superintendent.

C. Bereavement Leave -

1. In the event of a death in the immediate family of a staff member, specifically spouse, parent, sibling or child, a maximum of five (5) days absence may be granted without loss of pay.
2. In the event of a death of a grandparent, mother-in-law or father-in-law, a maximum of three (3) days absence may be granted without loss of pay.
3. In the event of the death of a person with whom a staff member has a close personal relationship, a maximum of one day of absence may be granted without loss of pay.

D. Sick Leave -

1. Definition:
 - a. Each full-time employee is entitled to twenty days sick leave with full pay in each school year. Unused sick leave shall be accumulated from year to year so long as the employee remains continuously in the service of the Board of Education, or on authorized leave, but not to exceed a maximum number of days equal to the paid days in each full-time administrator's employment year.
 - b. In case of catastrophic illness or injury, administrators shall receive up to an additional sixty (60) days sick leave if the administrator has exhausted his/her accumulated sick leave; however, the sixty (60) days shall not result in a total sick leave benefit which exceeds the maximum sick leave accumulation otherwise provided by this contract.

- c. All part-time employees are eligible for a prorated share of sick leave based on the percentage of their assignment.
2. Use of Sick Leave: Sick leave shall be allowed for personal illness, physical incapacity or non-compensable bodily injury or disease and for medical treatment or diagnosis. Physical incapacity includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom. Up to five (5) days sick leave per year may be used to render care to an immediate family member. Extensions of such leave may be requested and approved by the superintendent with notification to Board of Education.
3. For extended absences, the Board may require proof of illness or, in rare circumstances, an examination by a Board appointed physician.
4. An employee on sick leave shall be treated in all matters as any other regularly employed staff member.
5. Sick leave shall not be allowed for absences caused by events covered in other leave policies.

E. Leave for Jury Duty -

Any administrator who is called for jury duty shall be eligible to receive the necessary leave to fulfill this civic duty. This leave shall not be deducted from sick leave or from personal days. The administrator shall receive a rate of pay equal to the difference between his/her contract step on the professional salary schedule and the jury fee.

F. Sabbatical Leave -

The Superintendent shall determine availability of suitable substitutes and determine leave on this availability and shall review and determine worthwhile programs subject to the following conditions:

1. No more than one administrator shall be absent on sabbatical leave at any one time.
2. Request for sabbatical leave must be received by the Superintendent in writing in such form as may be required no later than February 1 of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of February 1 may be waived at the discretion of the Superintendent when fellowships, grants, or scholarships awarded later in the year make such a deadline unreasonable.

3. The administrator shall be eligible for an initial sabbatical leave after at least six (6) consecutive full school years of active service in this system. A second sabbatical may be granted after another six-year period.
 4. A sabbatical leave shall be for a full academic year or for half an academic year to correspond with the standard semester academic calendar. The professional staff member shall be paid 1/2 of the base rate, provided that the total compensation of any program grant, scholarship, assistantship or other compensation and the sabbatical pay does not exceed the administrator's full annual base rate. In this instance, "full annual base rate" shall be defined as that salary from which retirement is calculated. Insurance benefits will be paid for the administrator on a prorated basis.
 5. The administrator, as a condition to the acceptance of the sabbatical leave, shall agree to return to employment in the system for two (2) full years. In the event the administrator does not return for two full years, the administrator shall reimburse the Board for all sabbatical payments made by the Board, on a pro-rated basis, based on the portion of such two-year period actually completed by the administrator. Such reimbursement shall not be required in the event of the death, layoff or involuntary termination of the administrator during such two-year period.
 6. The administrator returning from sabbatical leave shall be placed on the appropriate step on the salary schedule as though he/she had been in active service in the system for the year of the sabbatical leave. The sabbatical leave shall not affect continuity of service or accrual of benefits.
 7. A sabbatical leave shall be subject to the recommendation of the Superintendent and approval by the Board of Education.
 8. Normally, a sabbatical leave shall not be granted to an administrator whose spouse also has a sabbatical leave from any institution during the same period. However, the Board may waive this rule if upon investigation it feels that the granting of a sabbatical leave is in the best interest of the school system.
- G. Administrative Release Days - Each administrator hired into the administrators' unit prior to July 1, 1998 is eligible for six (6) administrative release days, subject to the approval of the superintendent. These days will be granted if, in the superintendent's judgment, the additional release time will not interfere with the satisfactory performance of the administrator's job responsibilities.
- H. Leave for Work-related Injury - The Board shall protect and save harmless administrators who are assaulted in the line of duty in accordance with Section 10-236a of the General Statutes, as it may be amended from time to time.

I. Other leaves -

1. The Superintendent may, at his/her discretion, grant up to three (3) days leave without pay per employee each year.
2. On rare occasions, an employee may have an unusual personal situation which requires absence from his/her position beyond absences covered by the above leave policies. In such cases, the employee may apply to the Board for a leave of absence not to extend beyond the end of the current employment year (or if within sixty working days of the end of the current employment year, not to extend beyond the end of the next employment year). The Board will act upon each such request in the best interests of the school system.
3. Any employee absent from work without any of the leave coverages stated above shall be subject to disciplinary action by the Board.
4. Employees shall be eligible for leave in accordance with all provisions of any applicable Family and Medical Leave Act.

**ARTICLE 7
PAYROLL DEDUCTIONS**

- A. The Board agrees to provide payroll deductions for insurance for those administrators filing a form indicating they wish the same no later than July 9th, or if hired at a later date, within thirty (30) days of employment. Insurance deductions shall be made from each payroll check beginning with the initial coverage of each employee. Insurance forms shall be made available to all administrators upon receipt of their contract or salary agreement.
- B. The Board agrees to provide payroll deductions for annuities for those administrators filing a form no later than thirty (30) days prior to the effective date for such deductions or the effective date for any changes in such deductions. These deadlines are also applicable to the filing of forms requesting changes in amounts deducted for annuities.
- C. The Board agrees to provide deductions from each payroll for the Northeast Family Federal Credit Union, provided the administrator files a form no later than two pay periods before the desired deduction date.
- D. The Board agrees to provide payroll deductions in order for administrators to purchase US. Savings Bonds, provided the administrator files a form no later than two pay periods before the desired deduction date.

- E. The Board agrees to provide each administrator with the option of receiving his/her salary payments through direct deposit.

**ARTICLE 8
INSURANCE BENEFITS**

- A. Each full time employee and spouse and/or family may elect to participate in the following insurance program offered by the Board.

1. PPO Plan

For administrators electing coverage under the PPO plan, the Board will pay eighty-four and one-half percent (84.5%) and the administrators shall pay fifteen and one-half percent (15.5%) of the costs for coverage under the PPO plan:

The PPO plan provided by the Board will include the following elements:

Co-payments for in-network services	
OV co-payment & outpatient services	\$0 preventive care \$15 PCP \$15 specialists (including allergists) \$15 for outpatient services (including mental health, substance abuse, PT, OT, speech, chiro, short-term rehab)
Urgent Care	\$25
ER	\$50
Outpatient hospital services	\$100
In-patient hospitalization	\$200
Out-of-network services	
Deductibles	\$400/800/1000
80-20 Co-insurance, subject to the following out-of-pocket maximums	\$2000/4000/5000
Lifetime maximum benefit	\$1,000,000
Prescription Coverage	\$5/15/25 public sector formulary, \$3,000/year max, 2x co-payment for mail order (3-mo. supply).

2. POS Plan

The Board will offer a POS plan as an alternative to the PPO plan set forth above. The Board shall have the right to set the employee premium contribution percentage for the POS plan, at a percentage not to exceed the percentage contribution for the PPO plan.

The POS plan provided by the Board will include the following elements:

Co-payments for in-network services	
OV co-payment & outpatient services	0 preventive care \$20 PCP \$25 specialists (including allergists) \$25 for outpatient services (including mental health, substance abuse, PT, OT, speech, chiro, short-term rehab)
Urgent Care	\$50
ER	\$75
Outpatient hospital services	\$175
In-patient hospitalization	\$350
Out-of-network services	
Deductibles	\$500/1000/1500
80-20 Co-insurance, subject to the following out-of-pocket maximums	\$2500/5000/7500
Lifetime maximum benefit	\$1,000,000
Prescription Coverage	\$10/25/40 public sector formulary, \$2,000/year max, 2x co-payment for mail order (3-mo. supply).

The health insurance plans will incorporate the State statutory mandates applicable to fully insured plans for the purpose of adding provisions for mental health parity and for coverage of oral contraceptives.

B. Full-time employees shall also be eligible for:

1. Life insurance coverage in the amount of two times the administrator's salary is to be paid by the Board during the period of employment, including the period of early retirement. Thereafter, until age 65, insurance coverage in the amount of \$10,000 is to be paid by the Board.

2. Anthem Blue Cross Flex Dental Plan or its equivalent, for each full-time employee (with an employee contribution based on the percentage set forth above for the health insurance plan). Administrators may purchase dental coverage for their eligible dependents, provided that the additional cost for such dependent dental coverage (above the cost for individual coverage) shall be borne 50% by the Board and 50% by the administrator.
- C. The Board will make available to the administrators a Section 125 plan for payment of the following qualified expenses on a pretax basis:
1. Insurance premium contribution
 2. Dependent care assistance
 3. Supplemental medical expense reimbursement
- D. The Board reserves the right to change carriers and/or plans for the insurance coverage described above, after consultation with the Association, provided that the overall level of benefits remains substantially comparable to or better than the existing plan, when considered as a whole.
- E. Retiring administrators may continue their health insurance at their own expense in accordance with the Teachers' Retirement Act (Section 10-183t of the Connecticut General Statutes).

ARTICLE 9 RETIREMENT PAY

- A. Upon retirement and with at least ten (10) years employment by the Mansfield Board of Education, an administrator shall receive two hundred fifty dollars (\$250.00) for each year of service as a teacher or administrator in the Town of Mansfield. This benefit shall be available only to administrators hired into the administrators' unit prior to July 1, 1998.
- B. Any administrator who has completed at least ten (10) years of service as an administrator in Mansfield who retires under the State Teachers' Retirement System shall, upon such retirement, receive \$15 per day for each day of accumulated, unused sick leave, up to a maximum of 200 days.

ARTICLE 10 REDUCTION IN FORCE

It is recognized that, under Section 10-220 and 10-4a of the Connecticut General Statutes, the Board of Education has the sole and exclusive prerogative to eliminate or

reduce certified staff positions. It also has the responsibility to maintain good public elementary and secondary schools and to implement the educational interest of the state. However, recognizing that it may become necessary to eliminate or reduce certified staff positions in certain circumstances, this procedure is incorporated into this contract to provide a fair and orderly process should such reductions and/or elimination become necessary.

A. Staff Reduction Procedure

1. If it becomes necessary to reduce administrative positions, all administrators who are serving in acting or interim appointments shall be laid off before any other administrators become eligible for layoff.
2. If further reductions of administrative staff become necessary, preference will be given on the basis of length of service as an administrator and those with least seniority in Mansfield shall be laid off first, provided that in no case shall the Board be required to assign an administrator facing layoff or transfer to a position in a classification higher than that administrator's present or former administrative assignment.
3. For purposes of this Article seniority shall mean the number of consecutive years assigned to any position with the Mansfield Public Schools requiring administrative certification.

B. Offer of Alternative Position

1. Any administrator relieved of his/her duties because of reduction of staff shall be offered an administrative opening if one exists for which he/she is certified and qualified in the judgment of the Board of Education.
2. If an administrator is relieved of his/her duties because of a reduction in staff or elimination of position and does not qualify for another administrative position under this program, he/she will be subject to the Reduction in Force procedure set forth in the contract between the Board and the Teachers' Unit. If an administrator bumps into a teaching position in the district, then the Board shall pay to the employee a separation allowance in recognition of the employee's service as an administrator. The separation allowance shall be equal to the difference between the employee's salary as an administrator immediately prior to the bump into the teaching position and the employee's salary as a teacher following the bump into the teaching position. The separation allowance shall be paid for a period of one school year, provided that the employee remains employed in a teaching position in the district throughout that year.

- C. Recall Procedure: If an administrator has been laid off or has been assigned to a teaching position, the superintendent shall offer the administrator an opportunity to have his or her name placed on a recall list. If such administrator makes a prompt written request for placement on the recall list, the name of that administrator shall be placed on a reappointment list and remain on such a list for a period of up to two years, if the administrator has served for two years or less, or for three years if the administrator has served for more than two years. Administrators eligible to remain on the recall list must, upon notification by the superintendent, request continuation in writing at the beginning of each school year. Recall will be in descending order from the reappointment list with the staff person most recently terminated or reduced placed at the top. In the event that the services of more than one administrator are terminated or reduced at the same time, recall order will be determined by recommendation of the superintendent. If a position becomes open during such period, and the administrator has been selected by the Board of Education as a person on the recall list who is certified and qualified in its judgment to hold that position, then the administrator will be notified in writing by registered mail, sent to his or her last known address, at least thirty (30) days prior to the anticipated date of reemployment, if possible. The administrator shall accept or reject the appointment within seven (7) days after receipt of such notification. If the appointment is accepted, the administrator shall receive a written contract within twenty (20) days of receipt of the administrator's reply by the Board of Education. If the administrator rejects the appointment offer or does not respond according to this procedure within seven (7) days after receipt of such notification, the name of the administrator will be removed from the recall list.
- D. Nothing in this Article shall require the promotion, transfer or recall of an administrator into a position of higher relative rank, authority or compensation than he/she previously occupied even though the administrator is qualified.

ARTICLE 11 JUST CAUSE

No administrator shall be suspended or demoted in rank or pay without just cause.

ARTICLE 12 COMPENSATION SCHEDULE

The base salaries of administrators shall be comprised of the following two components: 1) cash compensation, in such amounts as are set forth in Schedules A, B and C of this Agreement; and 2) the Board's annuity contributions described in the following paragraph.

For each administrator, the Board will contribute three and one-half percent (3.5%) of the administrator's annual cash compensation into an annuity account. The annuity accounts described in this section shall be selected by the administrator from the accounts offered by the Board. Payment to this account will be made with the first annuity payment in July.

ARTICLE 13 LONGEVITY

It is agreed that any individual hired will be eligible for longevity only after he/she has been employed by the Mansfield Board of Education for a minimum of fourteen years.

Longevity:	15-19 years	\$ 1,000
	20-24 years	1,200
	25 + years	1,400

Administrators hired after July 1, 1995 will not be eligible for this provision.

ARTICLE 14 TUITION REIMBURSEMENT

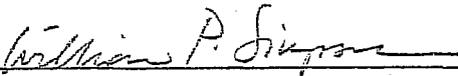
- A. The Board will set aside a sum of five thousand dollars (\$5,000) annually for utilization by Association members to continue study at the graduate level.
- B. Reimbursement will be at a rate of 100% of tuition unless Association members collectively exceed the five thousand dollars (\$5,000) annual appropriation. In such instance, reimbursement shall be prorated equally among administrators pursuing graduate studies.
- C. Requests for tuition reimbursement must be made prior to July 1 for the summer session, prior to September 1st for the first semester, and prior to January 1st for the second semester.
- D. Requests after the dates above will be considered by the Superintendent if the fund has not been depleted.
- E. All courses to which this provision is to be applied shall have prior approval of the Superintendent of Schools.
- F. Reimbursement will be made upon evidence that the course has been completed successfully (B - or higher).

ARTICLE 15
DURATION

- A. This Agreement shall be in full force and effect from July 1, 2006 through and including June 30, 2009, or until such subsequent time as a successor Agreement becomes effective.
- B. This Agreement may be amended only by the mutual written agreement of the parties. Any agreement between the parties with respect to a proposed amendment shall be reduced to writing, shall be signed by the Board and the Association and shall become an addendum to this Agreement.

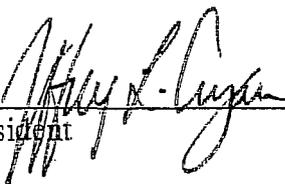
IN WITNESS WHEREOF, the duly authorized Parties hereunto affix their seals
this 17th day of September, 2005.

MANSFIELD BOARD OF EDUCATION



Chairman

MANSFIELD ADMINISTRATORS' ASSOCIATION



President

120459 v.05

MEMORANDUM OF AGREEMENT

In order to clarify the agreement between the Mansfield Board of Education (the "Board") and the Mansfield Administrators Association ("the MAA") regarding retirement benefits for certain administrators currently employed by the Board, the Board and the MAA agree as follows:

1. The retirement benefits described in this Memorandum of Agreement will continue to be available only to the following administrator during the life of the 2006-2009 collective bargaining agreement:

James Palmer

2. Any above-named administrator whose age and years of service as of June 30 total at least seventy (70) and who has been employed for a minimum of ten (10) years as an administrator in Mansfield, may elect to retire under the following provisions:
 - a. The applicant must submit a letter of application to the Superintendent by January 1 prior to the end of the last full year of employment. The Board of Education will review the application and determine whether an employee may participate.
 - b. Annual compensation will be one-fifth of the administrator's salary agreement at the time of retirement. This compensation shall not include retirement pay for the years of service in the Town of Mansfield. The payment will be made for a maximum of five (5) consecutive years.
 - c. In the event of the death of the retiree receiving early retirement payments, the retiree's designated beneficiary will receive the remaining balance. Payment will be made in accordance with the established schedule.
 - d. It is the responsibility of the retiree to maintain accurate address information with the Superintendent's office.
 - e. Annual retirement payments will be made in a lump sum or in two equal payments on July 15 and/or January 15. The first payment must be taken in the first eligible year. The retiree must notify the Superintendent in writing of the payment schedule selected and may not change it once it has been selected.

- f. Continued participation in the group insurance program offered by the Board for those coverages existing at the time of retirement shall be available as follows:
- (1) Persons drawing retirement compensation from the Board may elect to participate in the group insurance program offered by the Board, with the Board paying one hundred percent (100%) of the costs, for five (5) years or until the retiree becomes eligible for Medicare, whichever occurs first.
 - (2) Retirees who have participated in (1) above and who are no longer drawing retirement funds from the Board, and who have not become eligible for Medicare, may continue to participate in the Board's group insurance plan for a maximum of three years by paying one-half of the premium for such coverage, with the Board paying the remaining one-half of the premium.
 - (3) Retirees who have participated in Section (1) or Sections (1) and (2) above and who draw funds from the State Teachers Retirement System may continue to participate in the group insurance program of the Board at their own expense after they become eligible for Medicare.
 - (4) Upon retirement, a retiree may elect to have his/her spouse continue to participate in the group insurance offered by the Board by paying one hundred percent (100%) of the cost for coverage of his/her spouse.
 - (5) Premiums due for the insurance coverage described in this Memorandum of Agreement must be submitted to the office of the Superintendent of schools by the tenth of the month in which State Teachers Retirement benefits commence. Insurance will be discontinued if premium payments are more than thirty days overdue. Administrators receiving retirement benefits under this Memorandum of Agreement will be permitted to make their insurance premium contributions on a pre-tax basis under the district's Section 125 plan, to the extent that such pre-tax treatment is permitted by law. In order to be eligible for such pre-tax treatment, such administrators must agree to have such insurance premium contributions deducted from their retirement payments. Such pre-tax treatment shall continue only until such time as the administrator ceases receiving

retirement payments under the provisions of this Memorandum of Agreement.

- (6) The individual administrators and the MAA agree to Save Harmless the Board of Education and the Town of Mansfield from any and all claims from the implementation of this retirement provision.

MANSFIELD BOARD OF EDUCATION

William P. Simpson
Chairman

Date: 09-29-05

MANSFIELD ADMINISTRATORS' ASSOCIATION

Ally A. Lanza
President

Date: 10/5/05

ADMINISTRATIVE SALARY SCHEDULE

Any administrator not on the maximum step of the applicable salary schedule shall advance one step on the salary schedule effective July 1, 2006, July 1, 2007 and July 1, 2008.

2006-07

Schedule A (Elementary Principals)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$86,906	\$93,833	\$95,102
2	\$90,103	\$97,028	\$98,296
3	\$93,302	\$100,225	\$101,491
4	\$96,499	\$103,417	\$104,685
5	\$99,697	\$106,621	\$107,877
6	\$102,788	\$109,713	\$110,968

Schedule B (Middle School Principal)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$92,619	\$100,039	\$101,393
2	\$95,785	\$103,177	\$104,523
3	\$98,946	\$106,312	\$107,655
4	\$102,113	\$109,450	\$110,786
5	\$105,278	\$112,588	\$113,912
6	\$108,369	\$115,679	\$117,003

Schedule C (Director of Special Education And Student Support Services)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$76,192	\$83,710	\$84,482
2	\$79,917	\$86,694	\$88,207
3	\$83,642	\$90,416	\$91,932
4	\$86,840	\$93,609	\$95,132
5	\$90,034	\$96,797	\$98,326
6	\$93,125	\$99,888	\$101,416

Schedule D (Middle School Assistant Principal)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$76,192	\$83,710	\$84,482
2	\$79,917	\$86,694	\$88,207
3	\$83,642	\$90,416	\$91,932
4	\$86,840	\$93,609	\$95,132
5	\$90,034	\$96,797	\$98,326
6	\$93,125	\$99,888	\$101,416

2007-08

Schedule A (Elementary Principals)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$89,513	\$96,648	\$97,955
2	\$92,806	\$99,939	\$101,245
3	\$96,101	\$103,232	\$104,536
4	\$99,394	\$106,520	\$107,826
5	\$102,688	\$109,820	\$111,113
6	\$105,872	\$113,004	\$114,297

Schedule B (Middle School Principal)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$95,398	\$103,040	\$104,435
2	\$98,659	\$106,272	\$107,659
3	\$101,914	\$109,501	\$110,885
4	\$105,176	\$112,734	\$114,110
5	\$108,436	\$115,966	\$117,329
6	\$111,620	\$119,149	\$120,513

Schedule C (Director of Special Education And Student Support Services)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$78,478	\$86,221	\$87,016
2	\$82,315	\$89,295	\$90,853
3	\$86,151	\$93,128	\$94,690
4	\$89,445	\$96,417	\$97,986
5	\$92,735	\$99,701	\$101,276
6	\$95,919	\$102,885	\$104,458

Schedule D (Middle School Assistant Principal)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$78,478	\$86,221	\$87,016
2	\$82,315	\$89,295	\$90,853
3	\$86,151	\$93,128	\$94,690
4	\$89,445	\$96,417	\$97,986
5	\$92,735	\$99,701	\$101,276
6	\$95,919	\$102,885	\$104,458

2008-09

Schedule A (Elementary Principals)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$92,198	\$99,547	\$100,894
2	\$95,590	\$102,937	\$104,282
3	\$98,984	\$106,329	\$107,672
4	\$102,376	\$109,716	\$111,061
5	\$105,769	\$113,115	\$114,446
6	\$109,048	\$116,394	\$117,726

Schedule B (Middle School Principal)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$98,260	\$106,131	\$107,568
2	\$101,619	\$109,460	\$110,889
3	\$104,971	\$112,786	\$114,212
4	\$108,331	\$116,116	\$117,533
5	\$111,689	\$119,445	\$120,849
6	\$114,969	\$122,723	\$124,128

**Schedule C (Director of Special Education And
Student Support Services)**

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$80,832	\$88,808	\$89,626
2	\$84,784	\$91,974	\$93,579
3	\$88,736	\$95,922	\$97,531
4	\$92,128	\$99,310	\$100,926
5	\$95,517	\$102,692	\$104,314
6	\$98,797	\$105,972	\$107,592

Schedule D (Middle School Assistant Principal)

STEP	MASTERS	SIXTH YEAR	Ph.D.
1	\$80,832	\$88,808	\$89,626
2	\$84,784	\$91,974	\$93,579
3	\$88,736	\$95,922	\$97,531
4	\$92,128	\$99,310	\$100,926
5	\$95,517	\$102,692	\$104,314
6	\$98,797	\$105,972	\$107,592

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: *Martin Berliner*
 Martin Berliner, Town Manager
CC: Matt Hart, Assistant Town Manager
Date: October 11, 2005
Re: US Mayors' Climate Protection Agreement

Subject Matter/Background

The town council had requested that this item be added to the agenda of the next regular meeting.

Following the implementation of the Kyoto Protocol in 141 countries around the world and the failure of the United States to ratify the treaty, Seattle Mayor Greg Nickels has asked chief elected officials around the nation to join Seattle in taking local action to reduce global warming pollution. More than 175 cities and towns around the country have endorsed the agreement, including the Connecticut communities of Bridgeport, Hamden, Hartford, Middletown, New Haven and Stamford.

Under the US Mayor's Climate Protection agreement, participating municipalities must commit to the following:

- Strive to meet or exceed the Kyoto Protocol targets in their communities
- Urge their state government and the federal government to enact policies and programs to satisfy or exceed the greenhouse gas emission targets suggested for the United States under the Kyoto Protocol
- Urge the US Congress to pass the bipartisan Climate Stewardship Act, which would establish a national emission trading system

Financial Impact

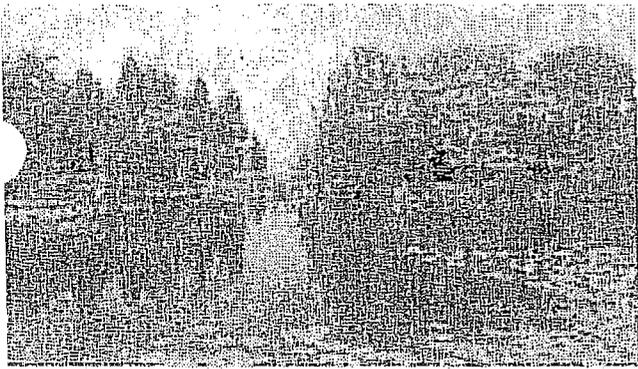
It is difficult for staff to assess the financial impact of this initiative. However, we do have a successful history in developing and implementing programs and services, and conducting our operations in a manner that promotes clean air and sustainability. Regarding purchasing alone, while some green products are more expensive at the outset, they are generally designed to reduce energy and operating costs over the long term.

Recommendation

Climate protection is an important issue for communities around the country and the world. However, the issue of whether or not to endorse the climate protection agreement is a policy matter for the town council to decide.

Attachments

- 1) CCM Environmental Management Bulletin, US Mayors' Climate Protection Agreement
- 2) US Mayors' Climate Protection Agreement



September 12, 2005, No. 05-06

U.S. MAYORS CLIMATE PROTECTION AGREEMENT

Seattle Mayor Challenges U.S. Towns and Cities to Join

Seattle Mayor Greg Nickels has asked mayors and first selectman across the country to join Seattle in taking local action to reduce global warming pollution. This challenge came after the Kyoto Protocol took effect in 141 countries.

Since that date, more than 175 towns and cities have signed on to the U.S. Mayors Climate Protection Agreement—including six Connecticut municipalities: *Bridgeport, Hamden, Hartford, Middletown, New Haven, and Stamford.*

Under the voluntary Agreement, participating municipalities commit to take the following three actions:

- ➔ Strive to meet or beat the Kyoto Protocol targets in their own communities, through actions ranging from anti-sprawl land-use policies to urban forest restoration projects to public information campaigns;
- ➔ Urge their state governments, and the federal government, to enact policies and programs to meet or beat the greenhouse-gas emission-reduction target suggested for the United States in the Kyoto Protocol -- 7% reduction from 1990 levels by 2012; and,
- ➔ Urge the U.S. Congress to pass the bipartisan Climate Stewardship Act, which would establish a national emission trading system.

For more information on the US Mayors Climate Protection Agreement, please visit:

www.seattle.gov/mayor/climate

Cities Working Together to Protect Our Air Quality, Health and Environment: *A Call to Action*

March 30, 2005

Dear Mayor:

We invite you to join the **US Mayors Climate Protection Agreement** by signing onto the enclosed resolution and supporting it at the US Conference of Mayors meeting in June. We also welcome the endorsement of other Mayors, whether or not you are currently a member of the US Conference of Mayors.

With less than 5% of the world's population, the US produces more than 25% of the global greenhouse gas emissions, and those emissions are continuing to grow. We believe that US cities can – and should – act to reduce global warming pollution, both in our own municipal operations and in our communities. Many of us are already doing so through programs such as energy conservation, urban forest restoration, controlling sprawl and using alternative fuels in our fleets. Not only are we reducing our contributions to global warming pollution, we are investing in more livable cities through cleaner air, creation and preservation of open space and urban forests, and reduced energy costs.

On February 16, the Kyoto Treaty, the international agreement to address climate disruption, became law for the 141 countries that have ratified it to date. As you know, the United States is not among them. For 38 of the countries with the most advanced economies, the Treaty sets binding legal commitments to reduce greenhouse gas emissions on average 5.2 percent below 1990 levels. If the United States had ratified the Kyoto Treaty our nation would be required to reduce our greenhouse gas emissions by 7% below 1990 levels by 2012.

Please join us and the other Mayors who are already committed to providing leadership on this nationwide, urgent effort. When we meet together at the June US Conference of Mayors we intend to have at least 141 mayors signed up to participate in the U.S. Mayors Climate Protection Agreement. The June meeting is an opportunity to promote and expand this effort by passing a resolution that endorses the Agreement. Although there have been climate protection resolutions adopted by the USCM in prior years, you will see that we are urging specific actions – the only way we will make real progress in reversing the trend toward global warming.

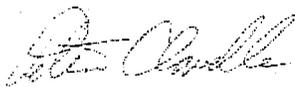
Since Seattle's Mayor Greg Nickels first announced this initiative on February 16, the interest and positive feedback has remained intense, including national news stories. This is an opportunity to build on what is becoming an increasingly bi-partisan issue. And it is an opportunity to provide real leadership to the more than 80% of Americans who think the US should be acting to reduce global warming pollution.

Enclosed, please find the draft Resolution, which includes the U.S. Mayors Climate Protection Agreement, and a form for your signature. Also included are contacts for more information; the website for the US Mayors Climate Protection Agreement is www.seattle.gov/mayor. To meet our target of having most signatures collected by May 2, we look forward to hearing from you at your earliest convenience.

Respectfully,



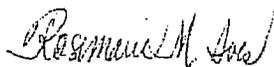
Greg Nickels
Mayor, Seattle, WA



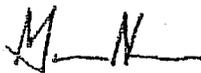
Peter Clavelle
Mayor, Burlington, VT



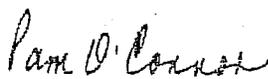
Rocky Anderson
Mayor, Salt Lake City, UT



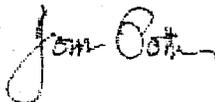
Rosemarie Ives
Mayor, Redmond, WA



Gavin Newsom
Mayor, San Francisco, CA



Pam O'Conner
Mayor, Santa Monica, CA



Tom Potter
Mayor, Portland, OR



Mark Ruzzin
Mayor, Boulder CO



R.T. Rybak
Mayor, Minneapolis, MN

ENDORISING THE US MAYORS' CLIMATE PROTECTION AGREEMENT

WHEREAS, the U.S. Conference of Mayors has previously adopted strong policy resolutions calling for cities, communities and the federal government to take actions to reduce global warming pollution; and

WHEREAS, the Inter-Governmental Panel on Climate Change (IPCC), the international community's most respected assemblage of scientists, is clear that there is no longer any credible doubt that climate disruption is a reality and that human activities are largely responsible for increasing concentrations of global warming pollution; and

WHEREAS, recent, well-documented impacts of climate disruption include average global sea level increases of four to eight inches during the 20th century; a 40% decline in Arctic sea-ice thickness; and nine of the ten hottest years on record occurring in the past decade; and

WHEREAS, climate disruption of the magnitude now predicted by the scientific community will cause extremely costly disruption of human and natural systems throughout the world including: increased risk of floods or droughts; sea-level rises that interact with coastal storms to erode beaches, inundate land, and damage structures; more frequent and extreme heat waves, more frequent and greater concentrations of smog; and

WHEREAS, on February 16, 2005, the Kyoto Protocol, an international agreement to address climate disruption, entered into force in the 141 countries that have ratified it to date; 38 of those countries are now legally required to reduce greenhouse gas emissions on average 5.2 percent below 1990 levels by 2012; and

WHEREAS, the United States of America, with less than five percent of the world's population, is responsible for producing approximately 25% of the world's global warming pollutants yet is not a party to the Kyoto Protocol; and

WHEREAS, the Kyoto Protocol emissions reduction target for the U.S., had it ratified the treaty, would have been 7% below 1990 levels by 2012; and

WHEREAS, many leading US companies that have adopted greenhouse gas reduction programs to demonstrate corporate social responsibility have also publicly expressed preference for the US to adopt precise and mandatory emissions targets and timetables as a means by which to remain competitive in the international marketplace, to mitigate financial risk and to promote sound investment decisions; and

WHEREAS, state and local governments throughout the United States are adopting emission reduction targets and programs and that this leadership is bipartisan, coming from Republican and Democratic governors and mayors alike; and

WHEREAS, many cities throughout the nation, both large and small, are reducing global warming pollutants through programs that provide economic and quality of life benefits such as reduced energy bills, green space preservation, air quality improvements, reduced traffic congestion, improved transportation choices, and economic development and job creation through energy conservation and new energy technologies; and

WHEREAS, mayors from around the nation have signed the U.S. Mayors Climate Protection Agreement (list attached) which reads:

The U.S. Mayors Climate Protection Agreement

- A. We urge the federal government and state governments to enact policies and programs to meet or beat the Kyoto Protocol target of reducing global warming pollution levels to 7% below 1990 levels by 2012, including efforts to: reduce the United States' dependence on fossil fuels and accelerate the development of clean, economical energy resources and fuel-efficient technologies such as conservation, methane recovery for energy generation, wind and solar energy, fuel cells, efficient motor vehicles, and biofuels;
- B. We urge the U.S. Congress to pass the bipartisan Climate Stewardship Act sponsored by Senators McCain and Lieberman and Representatives Gilchrist and Olver, which would create a flexible, market-based system of tradable allowances among emitting industries; and
- C. We will strive to meet or exceed Kyoto Protocol targets for reducing global warming pollution by taking actions in our own operations and communities such as:
 - 1. Inventory global warming emissions in City operations and in the community, set reduction targets and create an action plan.
 - 2. Adopt and enforce land-use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities;
 - 3. Promote transportation options such as bicycle trails, commute trip reduction programs, incentives for car pooling and public transit;
 - 4. Increase the use of clean, alternative energy by, for example, investing in "green tags", advocating for the development of renewable energy resources, and recovering landfill methane for energy production;
 - 5. Make energy efficiency a priority through building code improvements, retrofitting city facilities with energy efficient lighting and urging employees to conserve energy and save money;
 - 6. Purchase only Energy Star equipment and appliances for City use;
 - 7. Practice and promote sustainable building practices using the U.S. Green Building Council's LEED program or a similar system;
 - 8. Increase the average fuel efficiency of municipal fleet vehicles; reduce the number of vehicles; launch an employee education program including anti-idling messages; convert diesel vehicles to bio-diesel;
 - 9. Evaluate opportunities to increase pump efficiency in water and wastewater systems; recover wastewater treatment methane for energy production;
 - 10. Increase recycling rates in City operations and in the community;
 - 11. Maintain healthy urban forests; promote tree planting to increase shading and to absorb CO₂; and
 - 12. Help educate the public, schools, other jurisdictions, professional associations, business and industry about reducing global warming pollution.

NOW, THEREFORE, BE IT RESOLVED that the U.S. Conference of Mayors endorses the US Mayors Climate Protection Agreement and urges mayors from around the nation to join this effort.

BE IT FURTHER RESOLVED, The U.S. Conference of Mayors will establish a formal relationship with International Council for Local Environmental Initiatives (ICLEI) Cities for Climate Protection Program to track progress and implementation of the US Mayors Climate Protection Agreement.

US Conference of Mayors Climate Protection Agreement – Signature Page

DATE:

You have my support for the US Mayors Climate Protection Agreement.

Mayor _____ (name)

_____ (signature)

City: _____

Address: _____

Staff contact: _____ (name, title)

Staff phone: _____

Email: _____

Please add my comments in support of the US Mayors Climate Protection Agreement. We will add these to the Website *(optional)*:

Please return completed form at your earliest convenience to: **US Mayors Climate Protection Agreement**

c/o City of Seattle
Office of Sustainability and Environment
PO Box 94729
Seattle Municipal Tower
Seattle, WA 98124-4729

OR FAX 206-684-3013
email PDF file to:
dena.gazin@seattle.gov

US Mayors Climate Protection Agreement – Contact Information

Seattle Mayor Greg Nickels is coordinating this initiative. He can be reached at 206-684-4000.

The primary staff contacts for Seattle are:

- Steve Nicholas, Director
Office of Sustainability and Environment
(206) 615-0829
steve.nicholas@seattle.gov
PO Box 94729
Seattle Municipal Tower
Seattle, WA 98124-4729

- Kim Drury, Senior Policy Advisor
Office of Sustainability and Environment
(206) 684-3214
kim.drury@seattle.gov
PO Box 94729
Seattle Municipal Tower
Seattle, WA 98124-4729

US Mayors Climate Protection Agreement Website: www.seattle.gov/mayor

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MINUTES

MANSFIELD ADVOCATES FOR CHILDREN

Wednesday, June 1, 2005

Mansfield Public Library: Program Room

6:30-8:30 PM

PRESENT: K. Grunwald (staff), J. Buck (Chair), M.J. Newman, L. Bailey (staff), P. Wheeler, S. Baxter (staff), N. Hovorka, M. Crowley, M. Brown

I. INTRODUCTION/MINUTES:

- A. **Introductions:** Chair J. Buck called the meeting to order at 5:40 PM.
- B. **Adoption of minutes of April 27, 2005:** J. Buck pointed out that on page 4 under new business, "J. Buck suggested that..." should be changed to "there was agreement by consensus." J. Buck also suggested that "other items" under new business needs to indicate that there was agreement to add these items. P. Wheeler asked about the statement the Mansfield Discovery Depot was the only center to express interest in the school readiness grant, and this was explained. With J. Buck's correction the minutes were accepted as written.
- C. **COMMUNICATIONS (Consent Agenda, unless otherwise noted)**

Communications to be distributed at the meeting: S. Baxter distributed the following communications to the group:

- An article from the New York Times on diversity in the Mansfield school system.
- "Family Fun In Mansfield"
- An article on the benefits of early care and education in Durham, NC
- The budget for the School Readiness grant.

II. PROGRAM UPDATES

- A. **Discovery 2005 Action Plan Update:** S. Baxter discussed the first strategy in the Action Plan, which refers to identifying groups that have been under-represented. She referred to the CHDI child health indicators study, and pointed out that the small group is working with the Director of the Health District on this relative to some of these indicators. He is suggesting that some of the data needs to be looked at within a larger context. There was some discussion regarding the sources of this data, and

some questions were raised concerning the accuracy of the data.

The next strategy relates to outreach, and we are currently working on a flyer and brochure for school readiness. We are requesting assistance for all members to publicize the program and recruit families who may be eligible. L. Bailey suggested contacting the International Center at UConn for ideas about disseminating information. She will contact CSSA, and may have contacts with Korean and Indian families as well. S. Baxter has discussed the possibility of translating some of the promotional material for the school readiness program. L. Bailey reported that the Chinese students have an intranet, and may be able promote information on this program through that means. She questioned whether or not we need to publicize this differently to different cultures.

The third strategy involves influencing policy decisions, and it was agreed that much work was done on this strategy around the issue of full-day K. The group felt that this could serve as a model for other policy issues.

The fourth strategy relates to facilitating connections between early care centers and public school system. The feeling is that CAN meetings are going well. S. Baxter met with principals and the superintendent on transition issues. There is a need to work more on this, although teachers are anxious to participate in transition activities. N. Hovorka suggested that parents may be able to have an influence on this, or possibly the PTO's. There ensued some discussion about models of other transition programs from around the country.

- B. UConn International groups activity update: Tresca Marr Smith was not present.
- C. Report on Discovery capacity building session on "Collaborative Infrastructure.": K. Grunwald reported on a recent Graustein meeting that he attended. He identified one of MAC's challenges as being to engage the public school system as a more active partner in this collaborative.

III. Old Business

- A. Update on full-day K Town Meeting on May 10: There was an open discussion regarding the Town Meeting and the

attempts to eliminate full-day Kindergarten from the Board of Education's budget. The overall feeling of the group is that this is an issue of choice, and is very personal for many individuals.

- B. Report on School Readiness Grant application: K. Grunwald and S. Baxter reported that the application was submitted to the State Department of Education on May 20, and all four of Mansfield's accredited centers were included. The program budget was reviewed, along with plans for recruiting children to fill the 16 slots.
- C. Report on NLC technical assistance grant: K. Grunwald reported that this grant was not awarded to Mansfield, although we may have an opportunity to work with the Town of Enfield on this.
- D. "Other": none.

IV. New Business

- A. Other (motion to include other new business needs a 2/3 vote of members present):
K. Grunwald reminded the group that the "Know Your Town Fair" will be held on 9/10, and the Festival on the Green will take place on 9/25. MAC members will explore opportunities to be involved in both activities to publicize our work and to connect with parents of young children.

V. Next Meeting(s)

The October 5 meeting needs to be rescheduled, and the feeling was that this group needs to meet on a monthly basis. Proposed meeting dates: 9/21, 10/19, 11/16 and December 7. Meetings will be held from 6:30- 8:30 PM at a location to be determined. Additional meetings may be scheduled as needed.

VI. Adjournment: meeting was adjourned at 8:05 PM.

Respectfully submitted,

Kevin Grunwald

TOWN OF MANSFIELD
CONSERVATION COMMISSION
Minutes of the August 17, 2005 Meeting
Conference Room B, Audrey P. Beck Building

Present: Robert Dahn (chair), Jennifer Kaufman, Quentin Kessel, and Frank Trainor.

Absent: Scott, Lehmann and John Silander

1. The meeting was called to order at 7:34 PM.
2. With an editorial change, the minutes of the July 20, 2005, meeting were approved unanimously, on a motion by Trainor and a second by Kaufman.
3. The management plans for the Saw Mill Brook Preserve, the Crane Hill Field and the Wolf Rock Access were reviewed. Kessel moved, and Trainor seconded, that these management plans be approved. The motion passed unanimously.
4. It was agreed that the secretary would prepare a written statement for the October public hearing on the Town's new Plan of Conservation and Development. It will emphasize the CC's position on streambelts and invasive species.
6. IWA/PZC Referrals.
IWA - 1315 - Welch - Gurleyville Road. Map date: revision of 1/26/92 subdivision map. This application is a deck. Kessel moved, and Kaufman seconded, that there should be no significant negative effect on the wetlands from this project. The motion passed unanimously.
8. The meeting adjourned at 8:17 P.M.

Respectfully submitted,

Quentin Kessel
Secretary

**MANSFIELD DOWNTOWN PARTNERSHIP, INC.
BOARD OF DIRECTORS MEETING
Mansfield Downtown Partnership Office
Tuesday, July 5, 2005**

MINUTES

Present: Tom Callahan, Bruce Clouette, Dale Dreyfuss, Mike Gergler, Al Hawkins, Philip Lodewick, Betsy Paterson, Dave Pepin, Phil Spak, Frank Vasington

Staff: Cynthia van Zelm

1. Call to Order

Philip Lodewick called the meeting to order at 4:02 pm. He welcomed Bruce Clouette, Mansfield Town Councilor, who is replacing Caroline Redding on the Partnership Board.

2. Opportunity for Public to Comment

Maria Boekels Gogarten asked who would be the owner of the development. Public? Private? As part of this question, she also asked if there would be the ability to stage a protest in the project area. Mr. Lodewick said the University of Connecticut land and private properties would be sold to the development firm LeylandAlliance. Betsy Paterson said that the buildings will be privately held but some of the public infrastructure such as the town square and the roads will be publicly owned.

3. Approval of Minutes

Dave Pepin made a motion to approve the May 3, 2005 minutes and June 7, 2005 Special Board meeting minutes. Frank Vasington seconded the motion. Phil Spak abstained, as he was not at the last Board meeting. The motion was approved with the one abstention.

4. Election of Officers to Board of Directors for 2005-2006

Betsy Paterson made a motion to approve the slate of Board officers for 2005-2006: President: Philip Lodewick; Vice President: Betsy Treiber; Secretary: Steve Rogers; Treasurer: Dave Pepin; Assistant Treasurer: Martin Berliner. Al Hawkins seconded the motion. The motion was approved unanimously.

5. Appointment of Committee Chairs and Members for 2005-2006

Mr. Lodewick noted that there was one addendum to the proposed Committee list. Mr. Clouette will be serving on the Membership Development Committee.

Mr. Lodewick made a motion to appoint Partnership Committee Chairs and Members until the Partnership fiscal year ends on June 30, 2006. Mike Gergler seconded the motion. The motion was approved unanimously.

6. Director's Report

Cynthia van Zelm said that the Partnership, in conjunction with the UConn School of Fine Arts had received a \$3,000 CT Commission on Culture and Tourism Grant to develop a weekend package brochure. The weekend packages would include events highlighting the Jorgensen's 50th Anniversary, dinner at the Altnaveigh and accommodations at the Nathan Hale Inn. Tom Callahan asked how much was being budgeted for administration. Ms. van Zelm said that \$500 was budgeted for Partnership administration. Mr. Callahan advised being careful to protect the use of Ms. van Zelm's time against the \$500.

Ms. van Zelm asked for volunteers to staff a Partnership booth at Know Your Town Fair in September. Ms. Paterson volunteered.

7. Update on Status of DRAFT Municipal Development Plan (MDP) and Storrs Center project

Ms. van Zelm updated the Board on the comments received from state agencies on the MDP. She said most of the comments came from the Department of Environmental Protection (DEP) related to some prohibition on land uses, protection of the water supply, needing more information on protection of the conservation area, and general acceptance of early stormwater management plans, etc.

Mr. Pepin expressed surprise at the number of DEP comments considering the lengths that LeylandAlliance is going to to protect the environment. Mr. Callahan said it was not unusual for DEP to have a lot of comments.

Mr. Callahan suggested that the comments be reviewed by the Finance and Administration Committee or the Executive Committee.

8. Approval of Entering into Contract with Relocation Consultant

Mike Gergler said the ad hoc committee of himself, Tom Callahan, Marty Berliner, and Cynthia van Zelm along with LeylandAlliance project manager Macon Toledano, had met with four applicants who applied to be the relocation consultant. The Committee is recommending Phil Michalowski who is considered the expert in Connecticut on relocation issues. Ms. van Zelm and Mr. Berliner will be meeting with him on July 19 to talk about more of the details, contingent on Board approval today. Mr. Gergler said the Committee felt that Mr. Michalowski was the best person to handle the sensitive issues around relocation. All applicants agree that it is necessary to start early with the

relocation process. Mr. Gergler also said that a request was made that all interviewees include the people who would do the actual work.

Mr. Gergler made a motion to authorize the Mansfield Downtown Partnership to retain Phil Michalowski as relocation consultant and authorize the Partnership Executive Director to enter into contract negotiations with Mr. Michalowski. Ms. Paterson seconded the motion.

Frank Vasington asked why the ad hoc committee had recommended Mr. Michalowski. Mr. Gergler said Mr. Michalowski is "the person" in Connecticut assisting with relocation; his approach and demeanor mesh well with Mansfield; and his price was reasonable.

Bruce Clouette asked whether the motion was only to approve contract negotiations by the Executive Director or to approve the Executive Director entering into a contract. Ms. van Zelm confirmed that the motion was to approve contract negotiations. Mr. Clouette suggested that the contract negotiations be with HMA – Mr. Michalowski's firm instead of Mr. Michalowski directly.

Ms. Paterson made an amended motion to authorize the Mansfield Downtown Partnership to retain HMA as relocation consultant and authorize the Partnership Executive Director to enter into contract negotiation with Phil Michalowski as a partner in HMA and the person who will be doing the bulk of the relocation consulting work. Mr. Vasington seconded the motion. The motion was approved unanimously.

9. Committee Reports

Advertising and Promotion

Ms. van Zelm gave a report on the Advertising and Promotion Committee in Dean Woods' absence. She said the Mansfield Visitor and Information Guide was running out. She had received a quote from the original printer for \$1,000 for 500 brochures, which she thought, seemed high. Ms. van Zelm was going to try and negotiate this with the printer. Mr. Lodewick asked Ms. van Zelm to get back to him on the budget.

Festival on the Green

Ms. Paterson said there is no rain date for the Festival but that if it rains, the Festival would be held the same day and time (September 25 from 12 pm to 4 pm) but inside EO Smith High School. She said the Committee is still looking for sponsors but the response has been very good. There was a question about the benefits of sponsorship and Ms. Paterson reviewed the benefits. Mr. Lodewick suggested targeting sponsorships for specific events in the future.

There will be Town fireworks the night before the Festival at the Mansfield Hollow Dam. Ms. Paterson said they were done a few years ago and were very successful.

Ms. Paterson said one of the new pieces of the Festival is sponsorship of an "M" (for Mansfield) which will be decorated by area businesses and organizations and placed around the "green."

Business Development and Retention

Mr. Gergler said the Business Development and Retention Committee met last Tuesday. The Committee has discussed relocation issues at its last two meetings. Mr. Gergler believes that the Committee members have a clear understanding of the next steps with respect to relocation. The goal is to have a meeting with Intrawest-The Village People (retail consultants for the project) about next steps in terms of Phase One of the project. Mr. Gergler also suggested that the Committee may have a meeting with Phil Michalowski in August. Mr. Gergler said Committee members are anxious to be involved in the casting for tenants and/or providing suggestions to the Village People but that plans are not progressed along far enough to do that yet. He said there is still a lot of interest expressed by businesses to be involved or part of the project.

Ms. Paterson noted that she and Ms. van Zelm staffed a table at UConn Orientation and she was gratified that many of the parents knew about the downtown project.

Mr. Lodewick encouraged Board members to pass along any prospective businesses to The Village People or Ms. van Zelm.

Dave Pepin wanted verification that the Village People's role is also to market the project. Mr. Gergler and Ms. van Zelm responded in the affirmative.

Finance and Administration

Mr. Callahan reported that he was working with UConn senior administration to look at the potential organization of a student group that would work on Partnership issues. It would be similar to the Eco Husky group at UConn.

Ms. van Zelm said the paperwork for the second Small Town Economic Assistance Grant had been completed (for town square infrastructure), and the Urban Action Grant for parking garage, relocation assistance, and streetscape improvements was in process.

Membership Development

In Betsy Treiber's absence, Ms. van Zelm said that currently there are 282 members. The Committee has marked up a new membership brochure, which is anticipated for review by the Board in the fall.

Planning and Design

In Steve Bacon's absence, Ms. van Zelm reported that the Committee continues to work on the design guidelines for the project and received an initial review of sustainability guidelines. Mr. Callahan asked if the Committee had reached consensus on the design guidelines and Ms. Paterson said that she believed that the Committee had reached consensus. Mr. Clouette asked if the design guidelines had been shared with Town Planner Greg Padick. Ms. van Zelm indicated that initial versions had been shared with Mr. Padick and feedback had been incorporated.

10. Adjourn

Ms. Paterson made a motion to adjourn. Mike Gergler seconded the motion. The meeting adjourned at 4:50 pm.

Meeting notes taken by Cynthia van Zelm.

MINUTES
MANSFIELD HISTORIC DISTRICT COMMISSION
MEETING, SEPTEMBER 13, 2005

Members attending: I. Atwood, A. Bacon, J. Newmyer

The minutes of the July 12 meeting were approved as distributed.

Hydroelectric Plant Update: No application for a certificate of appropriateness has been received from the Shifrins.

Quinebaug-Shetucket Heritage Corridor Flag: A flag indicating that information is available at the Mansfield Centre General Store regarding events of the Quinebaug-Shetucket Heritage Corridor may be placed at the store. No application for a certificate of appropriateness is necessary as the Commission does not feel it needs to rule on the issue.

Respectfully submitted,

Jody Newmyer
Clerk

TOWN OF MANSFIELD
OPEN SPACE PRESERVATION COMMITTEE
Minutes of the August 16, 2005 meeting

Members Present: Evangeline Abbott, Ken Feathers, Quentin Kessel, Steve Lowrey (acting chair), David Silsbee, and Vicky Wetherell.

1. **The meeting was called to order at 7:36 P.M.**
2. **The minutes of the June 21, 2005, and July 19, 2005, were approved unanimously, with editorial changes, on a motion by Wetherell that was seconded by Feathers.**
3. **Report from Town Staff:** None, however Wetherell noted that a referendum for a \$1M bond issue for open space will be held in November. She also noted that the industrial zone in the south end of Mansfield may be rezoned for multifamily housing in the new Town Plan for Conservation and Development. A more final draft of this plan will be available shortly. A public hearing on this plan will be held in early October.
4. **Field trip to Merrow Meadow:** Evangeline reported on a visit to Merrow Meadow.
5. **Management Plans:** Management plans for the Saw Mill Brook Preserve, Wolf Rock Access, and Crane Hill Field were included in the packet to be reviewed and discussed at the September meeting. These included a map showing the Town's and Joshua's Trust properties along Crane Hill Road. It was agreed that it would be desirable to acquire additional lots in the area to provide a more unified preservation area. Wetherell urged that a more proactive approach be made to protect this area. Lowrey noted that the Town's Crane Hill field was currently being used for agriculture. Wetherell will transmit the OSPC comments to Kaufman in Parks and Recreation.
6. **The meeting adjourned at 8:35 P.M.**

Respectfully submitted

Quentin Kessel
Secretary

MINUTES

MANSFIELD PLANNING AND ZONING COMMISSION

Regular Meeting, Tuesday, September 6, 2005
Council Chambers, Audrey P. Beck Municipal Building

Members present: R. Favretti (Chairman), B. Gardner, J. Goodwin, R. Hall, K. Holt, P. Kochenburger, B. Ryan, G. Zimmer
Members absent: P. Plante
Alternates present: C. Kusmer, B. Pociask, V. Stearns
Staff present: C. Hirsch (Zoning Agent), G. Padick (Director of Planning)

Chairman Favretti called the meeting to order at 8:10 p.m., appointing Alternate Kusmer to act as a voting member for this meeting.

Minutes : 8/1/05 – p. 2, para. 1, line 8, Hall Public Hearing, sentence should end with, “buffer referred to in Mr. Hirsch’s memo does not apply to this phase.” para. 3, line 3 (second sentence) of that Hearing, sentence should read, “...up to 5 feet of the Hall-Stadler property line and a great deal of earth has been removed, constituting...” Holt MOVED, Hall seconded to approve the Minutes as corrected; MOTION PASSED unanimously.

8/5/05 field trip – Favretti MOVED, Gardner seconded to approve the Minutes as presented; MOTION CARRIED, Favretti, Gardner and Ryan in favor, all else disqualified.

Continued Public Hearing: Edward Hall property, special permit renewal request for material removal, Mansfield Hollow Rd. Ext., file 910-2 – The Hearing was recommenced at 8:18 p.m.. Members and alternates present were Favretti, Gardner, Goodwin, Holt, Kochenburger, Ryan, Zimmer, Kusmer and Stearns. Commissioner R. Hall had previously recused himself on this application; Pociask also disqualified himself. The following communications were noted: Zoning Agent, with attach. (9/2/05); Groundwater monitoring well report, gravel bank area (Pinecrest Env. Svcs., 8/1/05); A.D. Stadler (8/25/05); J.J. McGrath, Jr., Esq., with attach. (8/31/05); M.D. Branse, Esq. (8/18/05).

Mr. Hall and Mr. Branse, his legal counsel, were present to discuss the application. Noting that he had attended the recent site walk, Mr. Branse stated that the monitoring report indicated no change in water levels and therefore area wells are not being affected by the site activities. He said that a wooded buffer exists along the Stadler-Hall property line. The meanings of “wooded buffer” and “setback” as they apply in this instance were discussed at length. Mr. Branse stated that the 500 unplanted evergreen trees referred to in previous testimony were never a requirement of the Commission, and that the operation is in compliance with previous Phase I buffering and setback requirements between the two properties. A fence was suggested by a Commission member as a buffer; Mr. Padick agreed this is a possibility. Mr. Branse said that the Phase I land is owned by the estate of the late Eleanor Hall (Edward Hall’s mother), and Mr. Hall is the executor.

In response to a member’s question, Mr. Branse said most of the unregistered vehicles have been removed or will be registered or removed.

Regarding Attorney McGrath’s 8/18/05 letter which includes photos of a road or path which Mr. Hall previously stated was merely a horseback-riding path, Attorney Branse responded that the road could not have any purpose as part of the excavation operation. Public participation was then invited.

Robert McCarthy, 89 Mansfield Hollow Rd., and Att’y. McGrath, his legal counsel, clarified that he and his wife, Mrs. Stadler’s daughter, are now the owners of the property, and Mrs. Stadler resides there. He discussed the location of the excavation operation directly behind the Stadler property and noted photos showing that the buffer has been substantially cut down, exposing steep banks which are now even more subject to erosion. He submitted photos to support his position that the Phase I area is now barren dirt and again poses noise and dust nuisance problems. He emphasized that it should be appropriately planted or replaced. Mr. McGrath requested completion of the project with all requirements of the previous year’s renewal, and restoration of the buffer. He too noted the photos of the road cut through the Hall property near the Stadler-McCarthy property line.

Mrs. Holt asked Mr. Padick to clarify several of the special permit conditions of last year's approval.

Ellie Lamb, 54 Mansfield Hollow Rd., concurred with Mrs. Holt's request for staff guidance regarding the differences between "buffer" and "setback," and clarification of the different phases of the operation.

Mr. McCarthy stated that what he sees on the site does not comply with the approval conditions as he understands them; he again requested complete compliance and an adequate buffer between the properties.

After further discussion, the Public Hearing was closed at 9:16 p.m.

Continued Public Hearing: "Sunrise Estates" subdivision, 23 lots off Mansfield City Rd., Smith Farm Dev. Group, o/a, file 1214-2 - The Hearing was recommenced at 9:16 p.m.. Members and alternates present were Favretti, Gardner, Goodwin, Hall, Holt, Kochenburger, Ryan, Zimmer, Pociask, Kusmer and Stearns. The following communications were noted: Plans revised to 8/24/05 were submitted in response to staff comments; Dir. of Planning, Ass't. Town Engineer (both 8/29/05); L. Jacobs, Esq. (8/25/05); Eastern Highlands Health District, Fire Marshal (both 9/1/05).

Attorney Jacobs, representing the applicant, introduced project engineer Ray Nelson and landscape architect Julius Fabos, who addressed revisions made in response to earlier staff and PZC comments. Mr. Jacobs added that the Ass't. Town Engineer's comments regarding sight distances, traffic signs, street dedication and bonding could all be addressed as approval conditions. He pointed out that former lots 4 and 11 are to be eliminated from the yield plan, and the trail system now ties in directly to Mansfield City Rd., increasing the open space area. The previously-proposed public parking area has also been eliminated.

Regarding the proposed house on lot 19, Mr. Jacobs noted that the Health District report states the lot could only support a septic system for a 2-bedroom home, while our Regulations would require 3 bedrooms. He submitted a letter requesting an extension to 9/19/05 in order for the applicant to determine by further testing whether the lot can support a 3-bedroom house or if other adjustments can be made to obtain compliance with the Regulations.

Holt MOVED, Gardner seconded to grant an extension of time to the next Planning and Zoning Commission meeting (Sept. 19) in the matter of the Sunrise Estates subdivision, file 1214-2; MOTION PASSED unanimously, and the Hearing was recessed at approximately 9:30 p.m.

Zoning Agent's Report - The August Activity and Enforcement reports were acknowledged.

CVS parking area - Storage containers have been inappropriately parked in the parking area; CVS has been cited and fined once. One container has been removed, and Mr. Hirsch thought the other one would also soon be gone.

Ash St./Frontage Rd. - Mr. Padick reported that several abutting lots have recently been purchased there, and the town will monitor periodically for compliance with the subdivision regulations and the current moratorium.

Other Old Business

Wild Rose Estates, Ph. 2 subdivision, 25 lots on Mansfield City Rd., The Miniutti Group, appl., B. Thompson, owner, file 1113-3, MAD 9/8/05 - Attorney Samuel Schragger was present to discuss his 9/1/05 request for an postponement of the 10/4/05 PZC decision deadline, in light of the new revised application submitted this evening to the Inland Wetland Agency, which recently denied another application for the project. After discussion, Kochenburger MOVED, Gardner seconded to grant an extension of up to 65 days for a PZC decision on the application for Wild Rose Estates, Phase 2 subdivision, PZC file 1113-3; MOTION PASSED unanimously.

Baxter Road Estates subdivision, 11 lots on Baxter Rd., M. Harrison, o/a, file 1229 - Hall MOVED, Holt seconded to approve with conditions the eleven-lot Baxter Road subdivision, on property owned by Margaret Harrison and located at the corner of Baxter Road and Storrs Road (Rt. 195), in an RAR-40/MF zone, as submitted to the Commission and shown on plans dated April 11, 2005 as revised to 7/18/05. This approval is granted because the application as hereby approved is considered to be in compliance with the Mansfield Zoning and Subdivision Regulations. Approval is granted with the following modifications or conditions:

1. Final plans shall be signed and sealed by the responsible surveyor, engineer, soil scientist and landscape architect;
2. Pursuant to the Inland Wetland Agency's 8/1/05 license approval, final maps shall not be signed and filed on the Land Records until all State Department of Environmental Protection Agency permit requirements have been addressed;

3. Pursuant to a 7/15/05 report from Eastern Highlands Health District, the final plans shall be revised as follows:
 - A. Subject to applicant confirmation, the final plans shall indicate that there is no existing offsite development within a 75-foot radius of the depicted wells on lots 7, 8, 10 and 11 or, alternatively, the depicted wells shall be relocated to meet the State's protective radius requirements;
 - B. Subject to applicant confirmation, the plans shall note that there is no main water line for the community water system serving the adjacent Cedar Ridge apartments in Willington within 200 feet of the subject subdivision (measured according to Public Health Code Section 19-13-B51M);
 - C. The final plans shall note that additional soil-testing may be required on some lots for final design of the individual subsurface sewage disposal systems
4. This approval authorizes three common driveways, including a loop common driveway that will serve lots 2 to 5. Common driveway easements that address maintenance and liability issues, including the maintenance of depicted driveway sightlines and the rain garden drainage improvements, shall be submitted to the Planning Office for approval by the PZC chairman, with staff assistance, and the Town Attorney. The common driveways and associated drainage work shall be completed or bonded in an amount and form acceptable to the PZC chairman, with staff assistance, before the filing of the subdivision plan, pursuant to Section 7.10.e. Driveway note "d" on sheet 8 shall be revised to be consistent with this condition, and notice of future owners' responsibilities to maintain common driveways, including associated sightlines and "rain garden" improvements, shall be filed on the Land Records. The subdivider shall maintain all common driveway and associated "rain garden" work until all affected areas are permanently stabilized.
5. Pursuant to subdivision regulations provisions, particularly Sections 7.5 and 7.6, this action specifically approves a waiver of lot frontages for lots 3, 4, 6, 7, 8, 9, 10 and 11 and the depicted building envelopes for all lots. Unless the Commission specifically authorizes revisions, the depicted building envelopes shall serve as the setback lines for all future structures and site improvements, pursuant to Article VIII of the Zoning Regulations. This condition shall be noted on the final plans (replacing the existing note "i" on sheet 8) and specifically Noticed on the Land Records;
6. The approved subdivision plans include a number of significant trees that need to be removed along Baxter Road to install approved driveways and a number of new trees to be planted. The removal and planting work shall be completed or bonded in an amount and form acceptable to the PZC chairman, with staff assistance, before the filing of the subdivision plan. Sheet 14 shall be revised to reflect revised tree-removal depicted on sheets 9 and 10 and as presented at the 7/18/05 Public Hearing;
7. This approval accepts, pursuant to the open space provisions of Section 13, the applicant's proposal for deeding open space parcels to the town, with associated trail improvements. The approved open space parcels shall include the right-of-way area of former Burt Latham Road Extension, which will provide walking access to local streets in Willington. The existing pathway along former Burt Latham Road Extension, as well as the depicted trail access along lots 5, 6, 9 and 10 to a stream cascade area, shall be surfaced in an appropriate manner to promote year-round use. In addition, the Burt Latham Road Extension trail improvements shall include barriers (guard rails or suitable alternative) that will prevent unauthorized access by motor vehicles, including ATVs, Ski Mobiles, etc., at both ends of this trail segment. Final plans shall include acceptable cross-sections for both gravel/stone dust and woodchip trail segments, details of proposed trail barriers and notation indicating that the surfacing, barriers and trail locations shall be subject to approval of the PZC Chairman with assistance from the Assistant Town Engineer and Director of Planning. Any necessary drainage improvements also shall be incorporated. The subject trail work shall be completed or bonded to the satisfaction of the PZC Chairman, with staff assistance, prior to the filing of final plans.
8. Final plans shall be revised to address the following:
 - A. The erosion and sedimentation control plan (sheet 13) shall be revised to incorporate common driveway and rain garden work into the construction schedule and to update start and completion dates;
 - B. Soil classification information needs to be added to the plans as per Section 6.5.i.5;
 - C. Final plans shall incorporate acceptable driveway pulloffs for the lot 6, 7 and 8 driveway common drive, pursuant to Section 7.10.d and the Fire Marshal's 6/16/05 report;
 - D. Note b on sheet 8 shall be revised to encourage solar access and energy-efficient design and the house/driveway orientations on lots 1 and 3 shall be reconsidered and revised where possible, to increase solar orientation;
 - E. On sheet 1, a depicted Zoning Table shall be deleted and an approval block shall be added;

- F. Final plans shall include a map note specifying that "the remaining land has not been approved for development and subsequent subdivision approval shall be required for any development of this property."
 - G. Map revisions associated with required trail improvements (see condition #7)
9. The Commission, for good cause, shall have the right to declare this approval null and void if the following deadlines are not met (unless a ninety (90) or one hundred and eighty (180)-day filing extension has been granted):
- A. All final maps, including submittal in digital format, a right-of-way deed along Baxter Road, common driveway easements, open space deeds (including the former Burt Latham Road Extension right-of-way owned by the applicant and A. Ching), and a Notice on the Land Records to address conditions 4 and 5 for recording on the Land Records (with any associated mortgage releases) shall be submitted to the Planning Office no later than fifteen days after the appeal period provided for in Section 8-8 of the State Statutes or, in the case of an appeal, no later than fifteen days of any judgment in favor of the applicant;
 - B. All monumentation (including delineation of the open space parcel with iron pins and the town's official markers every 50 to 100 feet on perimeter trees or on cedar posts), with Surveyor's Certificate and all required subdivision work, including tree-cutting, tree-planting, trail work and common driveway and associated drainage improvements, shall be completed or bonded pursuant to the Commission's approval action and Section 14 of the Subdivision Regulations no later than fifteen days after the appeal period provided for in Section 8-8 of the State Statutes or, in the case of an appeal, no later than fifteen days of any judgment in favor of the applicant.

MOTION PASSED unanimously.

Efficiency unit, 43 Pinewoods Ln., R. and J. Sherman, file 1233 – Mrs. Ryan disqualified herself on this issue and Mr. Pociask acted in her stead. Holt MOVED, Gardner seconded "to approve with conditions the special permit application (file 1233) of Richard and Julia Sherman for an efficiency apartment on property located at 43 Pinewoods Lane, in an RAR-90 zone, as submitted to the Commission and shown on a site plan dated July 2005 and other application submissions and as presented at a Public Hearing on 8/01/05. This approval is granted because the application as hereby approved is considered to be in compliance with Article X, Section M, Article V, Section B and other provisions of the Mansfield Zoning Regulations, and is granted with the following conditions:

1. This approval is granted for a two-bedroom efficiency unit in association with an existing single-family home having one additional bedroom. Any increase in the number of bedrooms on this property shall necessitate subsequent review and approval from the Director of Health and the Planning and Zoning Commission;
2. This approval is conditioned upon continued compliance with Mansfield's zoning regulations for efficiency units, which include owner-occupancy requirements and limitations on the number of residents in an efficiency unit;
3. This special permit shall not become valid until it is filed upon the Land Records by the applicant.

MOTION PASSED unanimously.

"Aurora Estates" subdivision, 5 lots on So. Bedlam Rd., Ross, o/a, file 1231 – An 8/3/05 memo from the Fire Marshal's office was noted. Members discussed the applicant's open space dedication proposal; all agreed that town ownership of all of the proposed open space would be the desirable option. Mr. Padick reported that the applicants had already agreed to this. Mr. Hall volunteered to work on a motion.

"Fellows Estates" subdivision, 9 lots on Monticello Ln., Fellows, o/a, file 1230 – Ms. Stearns disqualified herself on this issue. Members' discussion centered largely around the applicant's ability to provide a satisfactory trail to the Moss Sanctuary, starting either at Rt. 195 or Birchwood Heights Rd. Members agreed that the trail should be on town-owned land. The town has not yet heard from the owners of a property which might provide a desirable trail site. The mandatory action date is Oct. 5, 2005. Mrs. Holt volunteered to work on a motion.

Tabled pending upcoming Public Hearings or staff reports:

1. Application to amend various articles and sections of the Zoning Regulations regarding age-restricted housing, M. Dilaj, appl., file 1235 (Public Hearing scheduled for 9/19/05)
2. Special permit application, deposit of fill at 107 Bassetts Bridge Rd., L. Dunstan, o/a, file 1234 (Public Hearing scheduled for 9/19/05)

2. Special permit application, deposit of fill at 107 Bassetts Bridge Rd., L. Dunstan, o/a, file 1234 (Public Hearing scheduled for 9/19/05)
3. Plan of Conservation and Development, 2005 Update (Public Hearing scheduled for 10/5/05)
4. Proposed PZC fee revisions – to be tabled, awaiting staff report

Request for bond release, Logan/DeBella gravel removal site, Laurel Ln./Warrenville Rd., file 993-2 – Mr. Meitzler's 9/2/05 memo states that he considers the site to be stable and in compliance. Mr. Padick recommended that the site be included on the 9/13/05 field trip, and this was agreed by members' consensus.

Proposed Zoning Regulations revisions regarding DEP Aquifer Protection Area Program – The Dir. of Planning's 9/1/05 memo explains the circumstances of the State DEP-proposed regulations, which could be incorporated into Mansfield's Zoning Regulations as Appendix C. Members discussed the proposed revisions as they might impact Mansfield. After discussion, Goodwin MOVED, Holt seconded to schedule a Public Hearing for Monday, October 17, 2005 at 8:00 p.m. to receive comments on 9/1/05 draft revisions to the Mansfield Zoning Regulations to implement State-required Aquifer Protection Area regulations, and an associated draft revision of Mansfield's zoning map to incorporate an Aquifer Protection Area Overlay zone, based on the State-approved Level A aquifer area established for the University of Connecticut's Fenton River wellfield area. Furthermore, that staff refer the proposed revisions and map revision to the State Department of Environmental Protection, the University of Connecticut, the WINCOG Regional Planning Commission, the Windham Water Works, the Mansfield Conservation Commission and the Town Attorney for review and comment. MOTION PASSED unanimously.

New Business

Request for subdivision revision: use of common driveway for lots 9B and 10, Jarnoval Bay subdivision, file 831-6 – Mr. Padick's 9/1/05 memo was noted, after which Holt MOVED, Gardner seconded to modify its 2/19/02 approval of the resubdivision of lots 9 and 10 in the Jarnoval Bay subdivision to authorize the use of an extended common driveway to serve lots 9B and 10, as shown on plans dated 8/8/05 as revised 8/23/05, prepared by Towne Engineering, Inc. This action eliminates conditions 1, 2 and 3 of said approval, and it is noted that condition #5 was previously addressed. This modification is conditioned upon the following:

1. No Zoning Permits for lot 9B shall be issued until the approved modifications plans as prepared by Towne Engineering and all depicted driveway and utility easements have been approved by the PZC chairman, with staff assistance, and filed on the Land Records;
2. No Certificate of Compliance for lot 9B shall be issued until all driveway work, including pull-offs and turnarounds depicted on the plans, have been completed and found acceptable by staff.

MOTION PASSED unanimously.

Proposed Storrs Center Downtown Municipal Development Plan and related regulatory issues – A 9/1/05 memo from Mr. Padick notes, as attachments, portions of an 8/25/05 draft Municipal Development Plan for the Storrs Center "Downtown" project and a letter from Downtown Partnership Director Cynthia van Zelm which provides background information regarding the anticipated MDP approval process, the subsequent regulatory revisions that will be needed to implement this development, and the State's guide form for PZC action on the MDP. At the meeting, he said that representatives of the Partnership and the development team plan to attend the 9/19/05 PZC meeting to discuss the MDP. The Partnership would like the PZC to approve the State's Model Resolution at that meeting, with the understanding that the plan is generally acceptable, and can be amended later.

New site modification request, proposed dental office addition, 1022 Storrs Rd., J. Raynor, R. Dibala, L. Cano, o/a, file 405 – Mr. Padick's 8/24/05 memo and 8/19/05 comments from the Windham Water Works were noted. Holt MOVED, Hall seconded that the subject modification request be referred to staff for review and comment and that the site be included on the next PZC field trip. MOTION PASSED unanimously.

Coventry zoning regulation referral regarding apartment/condominium development – The notification was acknowledged and, since it was felt that there would be no impact on Mansfield and no action was required, none was taken.

New special permit application, efficiency unit, Parcel A, Thornbush Rd. Ext., R. Phillips, o/a, file 1236 – Holt MOVED, Gardner seconded to receive the special permit application (file 1236) submitted by Ryan Phillips for a

single-family dwelling with efficiency unit on property of the applicant located at Parcel A, Thornbush Rd. Ext., as shown on plans dated 5/26/04 revised through 8/30/05 and as described in other application submissions, and to refer the application to the staff for review and comment and set a Public Hearing for Tuesday, Oct. 4, 2005. MOTION PASSED unanimously.

Request to revise building area envelope, 198 Bone Mill Rd., (lot 5, Bone Mill subdivision), R. Palmer, o/a, file 1219 - Mr. Palmer's 8/31/05 letter and Mr. Padick's 9/1/05 memo explain the circumstances. Mr. Padick had visited the site prior to the meeting. He described his observations and recommended that the site be included on the upcoming 9/13 field trip. Holt then MOVED, Hall seconded to receive the request of Robert Palmer to revise the Building Area Envelope on lot 5 of the Bone Mill subdivision (198 Bone Mill Rd.), to refer it to staff for review and comment, and to include the site on the 9/13/05 field trip. MOTION PASSED unanimously.

Communications and Bills – As noted on the Agenda.

The meeting was adjourned at 10:55 p.m.

Respectfully submitted,

Katherine K. Holt, Secretary

MINUTES

MANSFIELD PLANNING AND ZONING COMMISSION

Regular Meeting, Monday, September 19, 2005

Council Chambers, Audrey P. Beck Municipal Building

Members present: B. Gardner, J. Goodwin, R. Hall, K. Holt, P. Kochenburger, P. Plante, G. Zimmer
Members absent: R. Favretti, B. Ryan
Alternates present: C. Kusmer (arr. 7:10 p.m.), B. Pociask, V. Stearns (arr. 8:07 p.m.)
Staff present: G. Padick (Director of Planning)

Vice-Chairman Goodwin called the meeting to order at 7:05 p.m., appointing Alternate Pociask to act as a voting member in place of Mr. Favretti and Alternate Kusmer to act for Ms. Ryan until the anticipated arrival of Ms. Stearns.

Minutes : 9/6/05 – Hall MOVED, Holt seconded to approve the Minutes as presented; MOTION CARRIED, all in favor except Plante (disqualified).

Meeting with representatives of Mansfield Downtown Partnership/Storrs Center Alliance regarding action on Municipal Development Plan for Storrs Center project – A 9/15/05 memo from the Dir. of Planning and a 9/14/05 letter from L. Cole-Chu were noted. Cynthia van Zelm, Executive Director of the Downtown Partnership, Tom Cody, Esq., legal counsel for the Storrs Center Alliance, Macon Toledano, project manager for Storrs Center Alliance, and Leland Cole-Chu, Esq., the Downtown Partnership's legal counsel, were present to discuss the draft Municipal Development Plan. Attorney Cody outlined the principal remaining steps toward approval of the draft MDP, which has already been approved by the State Office of Policy and Management and WINCOG, with approval by the Regional Planning Commission expected soon. It is now requested that the Planning and Zoning Commission approve a formal resolution agreeing that the draft MDP is in accord with the town's Plan of Conservation and Development. Attorney Cody stated his opinion that the draft MDP is in conformance with the Town's 1993 Plan of Development (the Plan presently in effect) and the 2005 draft update expected soon to go into effect, as well as the Regional and State Plans of Conservation and Development. During lengthy discussion of the 8/25/05 draft Resolution, many members asked questions regarding specifics as they now exist in draft, and questioned the use of the term "in accord," asking whether, in approving the Resolution, they were automatically agreeing to all of the draft's present specifics. Attorney Cody, as well as Attorney Cole-Chu's memo to the Commission, clarified that "in accord with" is merely the formal language mandated in the State-formulated Resolution, and the Commission would only be agreeing that the MDP, in presenting a mixed-use development, is in accord with Mansfield's Plan of Conservation and Development. Specific project details, such as, but not limited to, parking and building height, for example, would be the subject of future approval requests. He added that the Commission could retain considerable control over specifics through its actions as the town's zoning agency.

Attorney Cody explained that, if the Commission approved the submitted draft Resolution, the next step in the process would be consideration by the PZC of a new Design Development District, to reach approximately from Dog Lane to the road leading from Rt. 195 to the Storrs Post Office, on land owned by the town and the university. Att'y. Cody assured that sustainability guidelines and environmental propriety guidelines would be submitted along with the rezoning application. After further discussion, Kochenburger MOVED, Plante seconded:

WHEREAS, the Mansfield Downtown Partnership, Inc., as municipal development agency of the Town of Mansfield, and Storrs Center Alliance, LLC, the Master Developer for Storrs Center selected by the Mansfield Downtown Partnership, have prepared the Storrs Center Municipal Development Plan pursuant to the provisions of Chapter 132, Section 8-136 through 8-200b, of the Connecticut General Statutes;

WHEREAS, the provisions of Chapter 132 require that the Storrs Center Municipal Development Plan be referred to the planning commission of the municipality for a determination whether such plan is in accord with the plan of development for the municipality;

WHEREAS, the Mansfield Planning and Zoning Commission has reviewed the Storrs Center Municipal Development Plan;

NOW, THEREFORE, the Mansfield Planning and Zoning Commission hereby resolves: That the 8/25/05 Municipal Development Plan for the proposed Storrs Center project is in accord with both the Town of Mansfield's

1993 Plan of Development and the town's 2005 draft Plan of Conservation and Development update. MOTION PASSED unanimously.

Aurora Estates, 5 lots on So. Bedlam Rd., L. J. & G Ross, LLC, o/a, file 1231 – After discussion, Kochenburger MOVED, Hall seconded, to approve with conditions the five-lot Aurora Estates subdivision, on property owned by Ross, L.J. & G., LLC and located on the westerly side of Bedlam Road at the Chaplin/Mansfield town line, in an RAR-90 zone (file 1231), as submitted to the Commission and shown on plans dated April 15, 2005, April 26, 2005 and April 27, 2005, as revised to July 1, 2005. This approval is granted because the application as hereby approved is considered to be in compliance with the Mansfield Zoning and Subdivision Regulations. Approval is granted with the following modifications or conditions:

1. Final plans shall be signed and sealed by the responsible surveyor, engineer, soil scientist and landscape architect;
2. Pursuant to the Inland Wetland Agency's September 6, 2005 license approval, final maps shall not be signed and filed on the Land Records until all State Department of Environmental Protection Agency permit requirements have been addressed;
3. Pursuant to a July 15, 2005 report from Eastern Highlands Health District, the final plans shall be revised as follows:
 - A. Subject to applicant information, the final plans shall indicate that there are no existing offsite septic systems or other sources of pollution within a 75-foot radius of the depicted wells on lots 1 and 5 or, alternatively, the depicted wells shall be relocated to meet the State's protective radius requirements;
 - B. The final plans shall note that additional soil-testing may be required on some lots for final design of the individual subsurface sewage disposal systems;
 - C. The proposed well on lot 2 appears to be located in a proposed swale, and should be relocated in the final lot design.
4. To address bonding and road completion issues, no lots within the Aurora Estates subdivision shall be sold until all subdivision improvements (road surface, drainage, street trees, etc.) are either completed and accepted by the town of Mansfield or fully bonded in an amount approved by the Ass't. Town Engineer and Director of Planning, with an appropriate signed agreement approved by the PZC Chairman, with staff assistance. To address this condition, the applicant shall submit a construction cost estimate for all public improvements and other improvements, such as common driveway and tree-planting work, that are considered subdivider responsibilities. No certificates of compliance for new homes having access off Jackson Lane shall be issued until all drainage and other public improvements are completed and accepted by the town. No site work shall begin until a cash site-development bond in the amount of 10% of the full cost of subdivision improvements is submitted by the applicant and approved by the PZC Chairman, with staff assistance. Once subdivision improvements are fully bonded or a cash site-development bond is accepted, final subdivision maps may be signed and filed on the Land Records, provided all other filing requirements are met. An existing note on sheet 1 of the plans shall be revised to incorporate the precise wording of this condition;
5. This approval accepts the applicant's proposal to deed land to the town to provide for the possibility of a future extension of Jackson Lane. This potential road right-of-way shall be incorporated into the deed for Jackson Lane;
6. This approval authorizes a common driveway for lots 3, 4 and 5. A common driveway easement that addresses maintenance and liability issues shall be submitted to the Planning Office for approval by the PZC officers, with staff assistance, and the Town Attorney. The common driveway work shall be completed by the developer in conjunction with road and drainage work;
7. The new intersection of Bedlam Road and Jackson Lane shall be illuminated with a new street light. As necessary, the subdivider shall relocate SNET pole 3220 or install a new pole on the easterly side of Bedlam Rd.;
8. The depicted 25-ft.-wide right-of-way along the northern edge of this site shall either be merged with adjacent land of Santee-Trietch or adjacent lots in this subdivision. This merger requirement shall be addressed in final plans;
9. The depicted Other Land of Ross north of lot 2 does not meet Mansfield requirements for lot size or frontage, and shall be merged with an adjacent lot in this subdivision. This merger requirement shall be addressed on final plans;
10. Pursuant to subdivision regulations provisions, particularly Sections 7.5 and 7.6, this action specifically approves a waiver of lot frontage for lots 3, 4 and 5 and the depicted building envelopes. Unless the

- Commission specifically authorizes revision, the depicted building envelopes shall serve as the setback lines for all future structures and site improvements, pursuant to Article VIII of the Zoning Regulations. This condition shall be noted on the final plans and specifically Noticed on the Land Records;
11. On lots 1 and 2, specimen trees to be saved have been excluded from DAE's. Since it is possible to have lawn areas or mulched beds under these tree canopies, the trees should be within the DAE's, but should have protective barriers during construction;
 12. Pursuant to the open space provisions of Section 13, this approval accepts, subject to ownership revisions noted below, the proposed open space areas as delineated on submitted maps. However, due to the potential advantage of having town-owned open space land (particularly in the event the roadway system is extended in the future), westerly portions of lots 1, 3 and 5 that are not needed to meet minimum lot size provisions shall be deeded to the town. Conservation easements shall be retained on lots 1 and 2 along Bedlam Road and for those portions of lots 1, 3 and 5 that need to be retained to meet lot size requirements. These open space revisions shall be reflected on final plans and approved by the PZC officers, with staff assistance;
 13. The final plans shall be revised to address the following:
 - A. The addition of street name and no exit signage;
 - B. The initial segment of the common drive shall be widened to 20 feet, to allow two cars to pass;
 - C. The sight distance recommended for the new street intersection shall be indicated on the plans. This distance should be at least 300 feet, and preferably 450 feet, provided no significant specimen trees need to be removed. The plans shall note that final sight distance requirements and all required tree-removal along Bedlam Rd. shall be determined in the field by the Ass't. Town Engineer at the time construction begins. Map note 23 on sheet 5 and sheet L2 shall be revised to be consistent with this requirement;
 - D. Notation that all driveway aprons will be paved;
 - E. Revision of the erosion and sediment control plan to indicate daily inspection of controls until disturbed areas are stabilized;
 - F. Final plans shall note that, prior to the issuance of zoning permits for either of lots 1 or 2, specimen trees identified to remain shall be specifically identified onsite and protected with an adequate barrier as determined by the Zoning Agent;
 - G. An approval block shall be added to sheet 2.
 14. Unless an extension is granted by the PZC, this approval shall expire on September 19, 2010;
 15. The Planning and Zoning Commission, for good cause, shall have the right to declare this approval null and void if the following deadlines are not met (unless a ninety or one hundred and eighty-day filing extension has been granted):
 - A. All final maps, including submittal in digital format, right-of-way deeds, open space deeds, a drainage easement, a Notice on the Land Records to address condition 10, and conservation easements using the town's model format for recording on the Land Records (with any associated mortgage releases) shall be submitted to the Planning Office no later than fifteen days after the appeal period provided for in Section 8-8 of the State Statutes or, in the case of an appeal, no later than fifteen days of any judgment in favor of the applicant;
 - B. All monumentation (including delineation of open space areas and conservation easement areas with iron pins and the town's official markers every 50 to 100 feet on perimeter trees or cedar posts), with Surveyor's Certificate, and all required road, drainage, tree-planting and common driveway work, shall be completed or bonded pursuant to the Commission's approval action and Section 14 of the Subdivision Regulations no later than fifteen days after the appeal period provided for in Section 8-8 of the State Statutes or, in the case of an appeal, no later than fifteen days of any judgment in favor of the applicant.

MOTION PASSED unanimously.

Continued Public Hearing. "Sunrise Estates" subdivision. 23 lots off Mansfield City Rd.. Smith Farm Dev. Group, file 1214-2 – The Hearing was reconvened at 7:54 p.m. Members and Alternates present were Gardner, Goodwin, Hall, Holt, Kochenburger, Plante, Zimmer, Kusmer and Pociask. A 9/19/05 memo from J. Polhemus, of Eastern Highlands Health District, stating that all 23 lots are now in compliance with the State Health Code, was noted by Attorney Leonard Jacobs, representing the applicant. The memo notes that houses built on lots 6, 19 and 20 would be limited to 3 bedrooms. Plans revised to 9/15/05 have been submitted showing the revised lots. Since the Public Hearing was held open specifically to receive this information from the Health District, and the applicant had

nothing more to add and there was no comment from the public and no discussion from members, the Hearing was closed at 8:06 p.m.

Fellows Estates, 9 lots on Monticello Ln., file 1230 – Ms. Stearns had not arrived, but had previously disqualified herself on this item. Holt MOVED, Gardner seconded, to approve with conditions the nine lot Fellows Estates subdivision on property owned by Justine and Irving Fellows and located east of Monticello Lane, west of Storrs Road and south of properties on Birchwood Heights Road, in an RAR-90 zone, (file 1230), as submitted to the Commission and shown on plans dated April 26, 2005 as revised to 7/21/05. This approval is granted because the application as hereby approved is considered to be in compliance with the Mansfield Zoning and Subdivision Regulations. Approval is granted with the following modifications or conditions:

1. Final plans shall be signed and sealed by the responsible surveyor, engineer, soil scientist and landscape architect;
2. Pursuant to the Inland Wetland Agency's 9/6/05 license approval, final maps shall not be signed and filed on the Land Records until all State Department of Environmental Protection Agency permit requirements have been addressed;
3. To address bonding and road completion issues, no lots within the Fellows Estates subdivision shall be sold until all subdivision improvements (road surface, drainage, street trees, etc.) are either completed and accepted by the Town of Mansfield or fully bonded in an amount approved by the Assistant Town Engineer and Director of Planning, with an appropriate signed agreement, approved by the PZC Chairman, with staff assistance. To address this condition, the applicant shall submit a construction cost estimate for all public improvements and other improvements such as common driveway, tree planting work and trail improvement work that are considered subdivider responsibilities. No Certificates of Compliance for new homes shall be issued until all roadway drainage and other public improvements are completed and accepted by the Town. No site work shall begin until a cash site-development bond in the amount of 10% of the full cost of subdivision improvements is submitted by the applicant and approved by the PZC Chairman with staff assistance. Once subdivision improvements are fully bonded or a cash site-development bond is accepted, final subdivision maps may be signed and filed on the Land Records, provided all other filing requirements are met. An existing note on sheet 1 of the plans shall be revised to incorporate the precise wording of this condition;
4. Restoration work associated with the removal of the existing Monticello Road cul-de-sac shall be included in construction cost estimates and shall be completed to the satisfaction of the Assistant Town Engineer and Director of Planning prior to Town acceptance of the new extension of Monticello Lane. This requirement shall be clearly noted on final plans;
5. This approval authorizes a common driveway for lots 6, 7 and 8. A common driveway easement that addresses maintenance and liability issues shall be submitted to the Planning Office for approval by the PZC officers, with staff assistance, and the Town Attorney. The common driveway work shall be completed by the developer in conjunction with road and drainage work. Final plans shall include pull-offs and bypass areas acceptable to the Fire Marshal;
6. As proposed on Sheet 13, the applicant shall be responsible for inspecting and reporting on the construction of the proposed biofilter plunge pool. Confirmation that this requirement will be met shall be provided to the Town before final maps are signed and filed on the Land Records;
7. To help ensure that proposed erosion and sediment control measures are appropriately installed and maintained, bi-weekly erosion and sedimentation monitoring reports shall be submitted to the Zoning Agent and Wetlands Agent until all road drainage, driveway and other subdivider-required work is completed and disturbed areas are stabilized;
8. Pursuant to subdivision regulations provisions, particularly Sections 7.5 and 7.6, this action specifically approves a waiver of lot frontage for lots 3, 4, 6, 7 and 8 and the depicted building envelopes, including a setback waiver on Lot 2. Unless the Commission specifically authorizes revisions, the depicted building envelopes shall serve as the setback lines for all future structures and site improvements, pursuant to Article VIII of the Zoning Regulations. This condition shall be noted on the final plans (map note i on sheet 9 needs to be revised) and specifically Noticed on the Land Records;
9. The approved plans include a number of street trees and buffer trees to be planted and a number of specimen trees to be saved. This required tree-planting shall be completed by the subdivider in conjunction with road, drainage and other required site work and the costs of all tree planting shall be included in the estimated construction costs and bonding requirements;

10. Pursuant to the open space provisions of Section 13, this approval accepts the applicant's open space dedication proposals subject to inclusion of a pedestrian trail and potential bikeway right-of-way to either Birchwood Heights Road (via the depicted conservation easement on lot 1 and land now or formerly of Ossen/McCoy) or Storrs Road (via lot 9 and a right-of-way to be created through lot 3, 4 or 5). A trail via the Ossen/McCoy property is the preferred option, but, if ownership or easement rights cannot be secured before the filing of final plans, the trail to Storrs Road shall be incorporated. Final plans shall include acceptable cross-sections for both gravel/stone dust and wood chip trail segments and a notation that the surfacing and trail locations shall be subject to approval of the PZC Chairman with assistance from the Assistant Town Engineer and Director of Planning. Any necessary drainage improvements shall be incorporated or bonded to the satisfaction of the PZC Chairman, with staff assistance, prior to the filing of the final plans;
11. The final plans shall be revised to address the following:
 - A. Pursuant to a 7/29/05 letter from Eastern Highlands Health District, the applicant shall confirm and appropriately note that the community water system serving the adjacent Birchwood Heights development is not accessible and within 200 feet of this development. If this cannot be confirmed, all applicable provisions of the State Health code shall be met and the plans shall be revised pursuant to Health Code requirements;
 - B. Map note D on sheet 9 shall be revised to correct a regulatory reference and to be consistent with the provisions of condition #5;
 - C. The final plans shall incorporate more specific provisions to preserve the existing stone walls that exist on proposed lots 2, 3, 4, 5, 6, 7 and 8;
 - D. Utility routes should be more specifically labeled on final plans;
 - E. Information regarding regrading on lot 2 and anticipated fill for each lot that was presented at the 8/1/05 Public Hearing shall be incorporated onto final plans to demonstrate that each lot can meet fill requirements without the necessity for special permit approval;
 - F. Note B on sheet 9 shall be revised to encourage solar access and energy-efficient design;
 - G. Specimen trees to remain have been identified on sheet L2 on proposed lots 1, 2, 5, 6, 7 and 8; Final plans shall clearly note that, prior to the issuance of zoning permits for lots 1, 2, 5, 6, 7 and 8, specimen trees labeled to remain shall be specifically identified onsite and protected with an adequate barrier as determined by the Zoning Agent;
 - H. On lots 1, 2, and 3, conservation easement boundaries and depicted DAE shall be concurrent;
12. Unless an extension is granted by the PZC, this approval shall expire on September 19, 2010;
13. The Planning and Zoning Commission, for good cause, shall have the right to declare this approval null and void if the following deadlines are not met (unless a ninety or one hundred and eighty-day filing extension has been granted):
 - A. All final maps, including submittal in digital format, right-of-way deeds, common driveway easements, a driveway easement for lot 3 across lot 2, open space deeds, drainage easements, a Notice on the Land Records to address condition 8 and conservation easements using the town's model format with any necessary rights associated with trail and right-of-way requirements contained in condition 10, for recording on the Land Records (with any associated mortgage releases) shall be submitted to the Planning Office no later than fifteen days after the appeal period provided for in Section 8-8 of the State Statutes or, in the case of any appeal, no later than fifteen days of any judgment in favor of the applicant;
 - B. All monumentation (including delineation of open space areas and conservation easement areas with iron pins and the Town's official markers every 50 to 100 feet on perimeter trees or on cedar posts), with Surveyor's Certificate, and all required road, drainage, tree-planting, trail and common driveway work shall be completed or bonded pursuant to the Commission's approval action and Section 14 of the Subdivision Regulations no later than fifteen days after the appeal period provided for in Section 8-8 of the State Statutes, or in the case of an appeal, no later than fifteen days of any judgment in favor of the applicant. After discussion, the MOTION PASSED unanimously.

Public Hearing. special permit application for deposit of fill at 107 Bassetts Bridge Rd., L. Dunstan, o/a, file1234 – The Public Hearing was called to order at 8:08 p.m. Members and Alternates present were Gardner, Goodwin, Hall, Holt, Kochenburger, Plante, Zimmer, Kusmer, Pociask and Stearns. The legal notice was read and written comments were noted from Dir. of Planning and the Ass't. Town Engineer (both 9/19/05). Mr. Padick related that

approximately 960 cubic yards of fill of unverified content had been deposited without permits at the Dunstan site, and this has been pursued by the Zoning Agent as a violation of the regulations. Mr. Dunstan had stated to Mr. Hirsch that he was unaware that permits were needed, and all work at the site has been stopped pending receipt of town permits. Staff concerns were for potential runoff onto neighboring properties, timing for topsoiling and revegetating, nature of the fill and the fact that no neighborhood notification receipts had been submitted as of this Hearing. Neither Mr. Dunstan nor anyone representing him was present for discussion. Therefore, at 8:15 p.m., Hall MOVED, Holt seconded, that the Hearing be recessed until the Oct. 4th meeting. MOTION PASSED unanimously.

E. Hall request for renewal of special permit for gravel removal, Mansfield Hollow Rd. Ext., file 910-2 - Commissioner R. Hall and Alternate B. Pociask disqualified themselves, so Alternate Kusmer was again acting. Gardner MOVED, Holt seconded, to approve with conditions the special permit renewal application of Edward C. Hall (file 910-2) for excavating and grading on property owned by the estate of Eleanor Hall, located off Mansfield Hollow Road, as presented at Public Hearings on 8/1/05 and 9/6/05. This renewal is granted because the application as hereby approved is considered to be in compliance with Art. V, Sec. B and Art. X, Sec. H of the Mansfield Zoning Regulations. Approval is granted with the following conditions, which must be strictly adhered to, due to potential adverse neighborhood impacts. Any violation of these conditions or the Zoning Regulations may provide basis for revocation or non-renewal of this special permit.

1. No activity shall take place until this renewal of special permit is filed on the Mansfield Land Records by the applicant. This approval for special permit renewal shall apply only to the authorized Phase I area of the site.
2. This renewal of special permit shall be effective until July 1, 2006;
3. Excavation activity shall take place only in accordance with plans dated 12/1/91 and 5/9/95, as revised to 7/5/05;
4. This special permit renewal does not authorize the deposition of more than 100 cubic yards of fill material onto the permit premises (the whole 17-acre lot) during any 12-month period;
5. All work shall be performed by Edward C. Hall or his employees. No other subcontractors or excavators shall excavate in or haul from this site. All work shall be performed using the equipment stated on said plans and in the applicant's Statement of Use;
6. No more than 8,000 cubic yards of sand and gravel or the amount of material remaining in Phase I, whichever is less, shall be removed per year;
7. In association with any request for permit renewal, the following information shall be submitted to the Commission at least one month prior to the permit expiration date:
 - A. Updated mapping, prepared by a licensed professional engineer, depicting current contour elevations and the status of site conditions, including areas that have been revegetated;
 - B. A status report statement that includes information regarding:
 - the amount of material removed in the current permit year and the estimated remaining material to be removed in the approved phase;
 - the planned timetable for future removal and restoration activity;
 - conformance or lack thereof with the specific approval conditions contained in this renewal motion;
8. Unless prior authorization has been granted by the Commission, the existing area to the south and southeast of the approved excavation phase shall be retained in its existing wooded state. This area provides a buffer between the subject excavation activity and neighboring residential uses and is deemed necessary to address neighborhood impact requirements.

The 7/5/05 map for this excavation project shall be revised to depict this required buffer area and said map shall be approved by the PZC officers with staff assistance prior to notice of this renewal being filed on the Land Records. The buffer shall extend southerly from the approved Phase I area to the Stadler-McCarthy property and shall extend southeasterly along the Gray and Dyjak properties to Mansfield Hollow Road Extension. The southeasterly extension shall have a minimum width of 50 feet (see Article X, Section H.5.e);
9. Topsoil:
 - A. A minimum of 4" of topsoil shall be spread, seeded and stabilized over areas where excavation has been completed;
 - B. No loam shall be removed from the property. All stockpiled loam presently on the site shall be used for restoration of the area where gravel is removed;

10. In order to ensure that dust does not leave the site, erosion and sedimentation controls and site restoration provisions as detailed in the plans shall be strictly adhered to and the following measures shall be implemented:
 - A. No more than 1.5 acres shall be exposed at any one time;
 - B. The work shall be performed as described, from north to south and west to east, occurring in a "trough";
 - C. The swale along the haul road shall be kept dust-free and maintained to trap fine material and to keep the gravel surface of the road clean.
 - D. If the above measures do not control dust on the site as evidenced by complaints from nearby residents and verification by the Zoning Agent, dust monitors shall be installed immediately, with the advice of the applicant's engineer, and with their operation approved by the PZC;
 - E. The haul road shall be watered as necessary to prevent dust;
 - F. All loads shall be covered at the loading location;
 - G. There shall be no stockpiles of any material other than topsoil located outside the excavation area. Any stockpiles will be only as part of the daily operation of the excavation and shall not exceed 10 cubic yards in size. All stockpiled material shall be graded off and stored within the lower portions of the site in order to minimize any windblown transport.
11. In order to ensure that there is no damage to the major aquifer underlying the subject property and nearby wells, the following shall be complied with:
 - A. An annual ground water monitoring report (due 10/1) shall be submitted to the Zoning Agent;
 - B. Excavation shall not take place within 4 feet of the water table;
 - C. Materials stored onsite shall be limited to those directly connected with the subject excavation operation or an agricultural or accessory use authorized by the Zoning Regulations. Any burial of stumps obtained from the permit premises shall be in conformance with the DEP's regulations;
 - D. With the exception of manure, which shall be spread in accordance with the letter received at the 4/6/94 PZC meeting from Joyce Meader of the Cooperative Extension Service, no pesticides or fertilizers shall be applied unless a specific application plan is approved by the PZC. All operations to restore the subject site shall employ Best Management Practices as recommended by the Natural Resources Conservation Service and State Department of Environmental Protection for the application of manure, fertilizers or pesticides and the management of animal wastes;
 - E. No refueling, maintenance or storage of equipment shall be done onsite, in order to minimize the potential for damage from accidental spills;
12. At a minimum, the subject site shall be inspected monthly by the Zoning Agent. Said agent shall schedule quarterly site inspections and shall invite neighborhood representatives to accompany him;
13. Old Mansfield Hollow Rd. shall be the only route used for deliveries out of the neighborhood;
14. All zoning performance standards shall be strictly adhered to;
15. Approval of this permit does not imply approval of any future phase;
16. The existing \$8,300 cash bond and bond agreement shall remain in place until the activity has ceased and the area has been stabilized and restored to the satisfaction of the PZC;
17. Hauling operations and use of site excavation equipment shall be limited to the hours of 8 am to 5:30 p.m. Mon.-Fri., and 8 a.m. to 1 p.m. on Saturday, with no hours of operation on Sunday;
18. This special permit shall become valid only after it is obtained by the applicant from the Mansfield Planning Office and filed by him upon the Mansfield Land Records.

Further, it is noted that if there are any changes to the site or plan not authorized by this approval, the applicant shall request a modification before proceeding. Such a request for modification may be considered major and may entail a Public Hearing, depending on the nature of the request and its potential for impact on the health, welfare and safety of Mansfield's citizens and nearby residents. MOTION PASSED unanimously.

Mr. Padick noted that enforcement issues also present at the site are being pursued by the Zoning Agent as violations, and are not a part of this application. During the lengthy discussion, he stated that one of the aims of the motion as presented was to ensure that from this time on, everything presently existing within the buffer area is to be maintained, unless Mr. Hall is granted permission by the PZC to conduct another activity at that area of the site.

Public Hearing, application to amend various articles and sections of the Zoning Regulations regarding age-restricted housing. M. Dilaj, appl, file 1235 – The Public Hearing was called to order at 8:42 p.m. Members and Alternates present were Gardner, Goodwin, Hall, Holt, Kochenburger, Plante, Zimmer, Kusmer, Pociask and Stearns. The legal notice was read and the following communications noted: Dir. of Planning (9/16/05); Town Attorney (9/15/05); Regional Planning Commission (9/8/05, read aloud). Applicant Michael Dilaj explained that this application would amend several current zoning regulations to create provisions for a floating design development district, to be termed “Age Restricted Housing” zone, with provisions similar to, but not the same as the existing “Designed Multiple Residence” zone, with different frontage and setback requirements. Mr. Dilaj explained his reasoning for these proposed differences. These “ARH’s” could be allowed, with special permit approval, only in areas of Mansfield which are served by public sewer and water, presently including southern portions of town in the area of Puddin Lane/Rt. 195 and the Pleasant Valley Rd. area, as well as some areas in the northern part of town. Mr. Dilaj noted the possibility of such housing being allowed in areas served by University sewer/water, but careful study would be necessary to determine the adequacy of the University’s ability to supply these services. There would be a minimum development size of 5 acres for the zone. Architectural, open space and neighborhood impact specifics would be considered with each individual application. As proposed, the density of development would be 4 units per acre, 10,000 sq. ft. per unit, with a minimum of 600 sq. ft. of open space per unit. The units could be clustered in one area of the property in order to provide maximum use of the open space, which would be designed for adult recreational amenities (trails, tennis courts, etc.).

One of the proposed restrictions on the developments would be that one resident per unit be at least 55 years of age, and that no children under 18 years of age may reside there, with the exception of one child over 18, who may live with a parent. Mr. Dilaj stated that no unrelated care-giver or other adult would be allowed to live in the unit with the owner. Mr. Padick, however, stated his opinion that an adult care-giver or partner could be allowed under the proposed regulations. Mr. Dilaj was asked how the residency restrictions he had mentioned could be enforced. He said he envisioned that the developments would be self-regulated under homeowners’ associations similar to those in condominium developments.

Mr. Dilaj described some of the benefits of these proposed zones to the town and its senior or soon-to-be-senior citizens, citing documentation that many of these citizens would prefer to stay in town or would move into Mansfield to be near their children and families, and would rather be in individual homes than town-houses or apartment-type buildings. Members extensively discussed potential restrictions on the maximum size of the dwellings. Mr. Dilaj stated that no such restrictions would be necessary, as the sizes of the individual lots would be self-limiting. Several members recommended that maximum house sizes also be incorporated in the regulations for these zones. Mr. Padick stated that Commission approval of this proposal could include a restriction such as the maximum allowable house size within these districts. There was no public comment, and Hall MOVED, Holt seconded, to close the Hearing, at 9:40 p.m. MOTION PASSED unanimously.

Request to revise building area envelope, 198 Bone Mill Rd. (lot 5), Bone Mill subdivision, R. Palmer, appl, file 1219 – A 9/15/05 memo from the Dir. of Planning was noted. The applicant was represented by Attorney Samuel L. Schragger, who submitted 5 letters, including the abutting property-owners on each side of lot 5, which voice no objection to the expansion of the building area envelope across the northerly portion of lot 5. Mr. Schragger noted that the property is well-screened from Rt. 44 and the proposed extension would not significantly alter views into or out of the Palmer property. Mr. Zimmer asked whether Commission approval of this request might also allow the construction of a garage, workshop, or similar larger-scale structure; Mr. Padick replied that any size structure that could be fitted within the DAE and BAE would be legal. After discussion, Hall MOVED, Holt seconded to approve a northerly extension of the Building Area Envelope for lot 5 in the Bone Mill subdivision to a new Building Area Envelope line that will accommodate the applicant’s proposed storage shed, but excludes the area of the septic field and reserve area. The new Building Area Envelope shall maintain a 5-foot setback from the lot 6 property line. A revised map depicting this approved envelope revision shall be submitted by the applicant and Notice of this BAE revision shall be filed on the Land Records. MOTION PASSED unanimously.

Request for bond release, Logan/DeBella gravel removal site, Laurel Ln./Warrenville Rd., file 993-2 – The Dir. of Planning’s 9/16/05 memo was noted. As noted in the memo, the applicant will be contacted in order to determine whether the present sparse vegetation is sufficient for his future agricultural purposes; the issue was therefore tabled pending receipt of this information.

Further items tabled:

1. Proposed dental office addition, 1022 Storrs Rd., Raynor/Cano o/a, file 993-2 (awaiting IWA action/staff reports)
2. Proposed efficiency unit, Parcel A, Thornbush Red. Ext., R. Phillips, file 1236 (Public Hearing 10/4/05)
3. Plan of Conservation & Development update (Public Hearing 10/4/05)
4. Proposed zoning regulations regarding DEP Aquifer Protection Area Program (Public Hearing 10/17/05)
5. Proposed PZC fee revisions – awaiting staff report

Zoning Agent's Report – The August Enforcement Activity Report was acknowledged. Any other comments or questions were postponed until the next meeting, when the Zoning Agent will be present.

New Business

Request to revise building area envelope on lot 3, Bone Mill subdivision, 192 Bone Mill Rd., J. Wilson, o/a, file 1219 – The Planning Director's 9/15/05 memo was noted. Mr. Wilson was present to participate in the discussion, in which Mr. Padick stated that it would not be possible under the existing regulations to approve this request for revision of the building area envelope for a small storage shed, but that he would consult with Mr. Hirsch about the possibility of a revision to the Regulations which might allow approval of this request. (See 9/15/05 memo.)

Chatham Hill, Sec. 2 subdivision, request for extension of deadline for completion of public improvements, file 1131-2 – Members briefly reviewed a 9/1/05 letter from developer Michael Dilaj for postponement of action pending completion of public improvements on Scottron Dr. and Sheffield Dr. until the estimated completion date in early November. It was agreed by consensus to withhold action until that time.

Button Box Arts & Crafts Center, 287 Gurleyville Rd., file 1232 – A 9/16/05 memo from the Dir. of Planning relates that staff is in the process of reviewing the appropriateness of proposed fencing at this site in light of a new modification request to extend gravel parking areas to the rear of the building. He reported at the meeting that the addition of the gravel drive and parking area is considered a minor modification, and, after consideration of the fence detail and parking revision, the request could be handled as a minor modification, provided there is no objection from the abutting neighbors.

The meeting was adjourned at 10:25 p.m.

Respectfully submitted,

Katherine K. Holt, Secretary



TOWN OF MANSFIELD

*Explanatory Text – November 8, 2005 Referendum
Prepared by Joan E. Gerdson, Mansfield Town Clerk
in accordance with C.G.S. § 9-369b*

"SHALL THE TOWN OF MANSFIELD APPROPRIATE \$1,000,000 FOR DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF ADDITIONS, RENOVATIONS AND MODIFICATIONS TO THE MANSFIELD COMMUNITY CENTER, AND AUTHORIZE THE ISSUE OF BONDS AND NOTES IN THE SAME AMOUNT TO DEFRAY SAID APPROPRIATION?"

"SHALL THE TOWN OF MANSFIELD APPROPRIATE \$1,000,000 FOR ACQUISITION OF LAND OR INTERESTS THEREIN FOR OPEN SPACE, MUNICIPAL, OR PASSIVE OR ACTIVE RECREATIONAL USES, AND AUTHORIZE THE ISSUE OF BONDS AND NOTES IN THE SAME AMOUNT TO DEFRAY SAID APPROPRIATION?"

"SHALL THE TOWN OF MANSFIELD APPROPRIATE \$650,000 FOR PAYMENT OF THE UNFUNDED ACTUARIAL ACCRUED LIABILITY WITH RESPECT TO THE PARTICIPATION OF THE TOWN'S FIREFIGHTER AND EMT EMPLOYEES IN THE CONNECTICUT MUNICIPAL EMPLOYEES' RETIREMENT FUND B, AND AUTHORIZE THE ISSUE OF BONDS IN THE SAME AMOUNT TO DEFRAY THE APPROPRIATION?"

Resolutions adopted by the Mansfield Town Council at its meeting held August 8, 2005, shall be submitted under the ballot headings above to referendum vote of electors of the Town and persons qualified to vote in town meetings who are not electors, to be held on Tuesday, November 8, 2005 between the hours of 6:00 a.m. and 8:00 p.m. in conjunction with the election to be held on that date, in the manner provided by the Mansfield Town Charter and Code of Ordinances, and the Connecticut General Statutes. The full texts of the resolutions as approved by the Town Council are on file and available for public inspection in the office of the Town Clerk, Audrey P. Beck Building, 4 South Eagleville Road in Storrs, during normal business hours.

Electors shall vote on the questions at their respective polling places. Voters who are not electors shall vote on the questions at the following polling place: Room A, Audrey P. Beck Building, 4 South Eagleville Road in Storrs. Application for an absentee ballot should be made to the Town Clerk's office.

Question 1: If approved at referendum, the resolution to be presented under the first ballot heading above will appropriate \$1,000,000, and authorize the issue of bonds and notes to defray the appropriation, for costs related to the design, construction, furnishing and equipping of additions, renovations and modifications to the Mansfield Community Center, including:

- an addition within the existing building footprint to provide for a new fitness room;

Explanatory Text – November 8, 2005 Referendum (cont'd.)

- the creation within the existing building of an expanded exercise/dance room, a new equipment circuit space and additional staff office space;
- fire protection, HVAC, energy efficiency and electrical systems improvements; and
- related building and site improvements.

The project is contemplated to be completed substantially in accordance with the study entitled "Architectural/Engineering Study for Addition, Renovation and Modification to Mansfield Community Center, Mansfield, CT," prepared by The Lawrence Associates Architects/Planners, P.C. and dated April 20, 2005. The appropriation may be spent for design, installation and construction costs, equipment, furnishings, materials, architects' fees, engineering fees, survey fees, construction management costs, permits, legal fees, net temporary interest and other financing costs, and other expenses related to the project. The Town Council will be authorized to determine the scope and particulars of the project and to reduce or modify the scope of the project; and the entire appropriation may be spent on the project as so reduced or modified.

Question 2: If approved at referendum, the resolution to be presented under the second ballot heading above will appropriate \$1,000,000, and authorize the issue of bonds and notes to defray the appropriation, for costs related to the acquisition by the Town of one or more parcels of land or interests therein for open space, municipal, or passive or active recreational uses, or any combination thereof, after referral of any such proposed acquisition to the Planning and Zoning Commission of the Town for review pursuant to the Connecticut General Statutes, and approval by the Town Council following a public hearing held on not less than five (5) days' published notice. The appropriation may be spent for survey fees, feasibility and planning studies related to potential acquisitions, legal fees, net temporary interest and other financing costs, and other expenses related to the project.

Question 3: If approved at referendum, the resolution to be presented under the third ballot heading above will appropriate \$650,000, and authorize the issue of pension deficit funding bonds to defray the appropriation, for the funding of all or any portion, as to be determined by the Town Manager, the Director of Finance and the Treasurer of the Town, or any two of them, of the unfunded actuarial accrued liability with respect to the participation of the Town's firefighter and EMT employees in the Connecticut Municipal Employees' Retirement Fund B ("MERS"), as determined in accordance with the provisions of the General Statutes of Connecticut, including any interest accrued thereon; costs related to the authorization and issuance of the pension deficit funding bonds; and other costs related to the payment of the MERS unfunded past benefit obligation.

When negotiating its first contract with its firefighter and EMT employees, the town added those employees to MERS, which serves as the pension plan for approximately 70 municipalities around the state (including Mansfield). MERS is managed by the State of Connecticut Retirement and Benefit Services Division Office of the State Controller. The lump sum accrued liability to add the firefighters and EMT employees to MERS is \$537,327. The payment arrangement with the state for this liability amortizes this sum over a 30-year period at an interest rate of 8.5 percent, resulting in an annual cost to the Town of \$49,767 and an aggregate cost of \$1,493,010. The proposed bond issue would amortize the payment of this liability over a shorter period of time and is anticipated to bear a lower interest rate. Based on the current bond market, the Town anticipates that 15-year bonds issued to finance the liability would bear interest at approximately five percent, resulting in an estimated savings to the Town of approximately \$622,000.

DEVELOPMENT AGREEMENT

BY

MANSFIELD DOWNTOWN PARTNERSHIP, INC.

AND

STORRS CENTER ALLIANCE LLC

AUGUST 3, 2004

TABLE OF CONTENTS

	Page
RECITALS.....	1
ARTICLE I DEFINITIONS	3
ARTICLE II DEVELOPMENT OF A BUSINESS PLAN FOR THE PROJECT.....	5
Section 2.1. Business Plan.....	5
Section 2.2. Timing of Business Plan Completion.....	5
Section 2.3. Flexibility	6
ARTICLE III PREPARATION OF THE MUNICIPAL DEVELOPMENT PLAN	6
Section 3.1. Preparation of the MDP	6
Section 3.2. Role of the LRK Team.....	7
Section 3.3. Consent to Use MDP Reports	7
Section 3.4. Extension Periods.....	7
ARTICLE IV REVIEW AND APPROVAL OF THE MUNICIPAL DEVELOPMENT PLAN.....	7
Section 4.1. Generally.....	7
Section 4.2. Review by the University of Connecticut.....	8
Section 4.3. Review by the Town of Mansfield Planning and Zoning Commission.....	8
Section 4.4. Review by the Windham Regional Council of Governments.....	8
Section 4.5. Review by the Partnership	8
Section 4.6. Review by the Mansfield Town Council.....	8
Section 4.7. Review by the Commissioner of the Connecticut Department of Economic and Community Development.....	8
Section 4.8. Joint Meetings	8
ARTICLE V PERMITS AND APPROVALS; TIMING; CONSTRUCTION OF THE PROJECT.....	8
Section 5.1. Agreements with the University.....	8
Section 5.2. Permits and Approvals	9
Section 5.3. Utility Service to the Project	9
Section 5.4. No Default.....	9
Section 5.5. New Zoning District.....	9
Section 5.6. Timing of Construction	9
Section 5.7. Deadlines in Article V.....	10

Section 5.8.	Costs of Construction.....	10
Section 5.9.	Coordination of Construction.....	10
Section 5.10.	Construction Lender Notice to the Partnership.....	11
ARTICLE VI TRANSFER OF REAL PROPERTY RELATED TO PROJECT.....		11
Section 6.1.	Generally.....	11
ARTICLE VII WATER SUPPLY; SANITARY SEWER; UTILITIES.....		11
Section 7.1.	Water Supply.....	11
Section 7.2.	Sanitary Sewer.....	11
Section 7.3.	Utilities.....	11
ARTICLE VIII COOPERATION.....		11
Section 8.1.	Cooperation.....	12
ARTICLE IX DISPUTE RESOLUTION.....		13
Section 9.1.	Arbitration.....	13
Section 9.2.	Location of Arbitration Proceedings.....	13
Section 9.3.	Mediation.....	13
ARTICLE X REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP ...		14
Section 10.1.	Due Authorization.....	14
Section 10.2.	Full Disclosure.....	14
Section 10.3.	Exclusive Dealings.....	14
Section 10.4.	Noncompetition.....	14
ARTICLE XI REPRESENTATIONS AND WARRANTIES OF THE MASTER DEVELOPER.....		14
Section 11.1.	Due Authorization.....	14
Section 11.2.	Full Disclosure.....	14
Section 11.3.	No Discrimination.....	15
Section 11.4.	Compliance with Laws.....	15
Section 11.5.	Hold Harmless; Indemnification.....	15
ARTICLE XII NOTICES.....		15
Section 12.1.	Notices.....	15
ARTICLE XIII DEFAULT BY THE MASTER DEVELOPER.....		16
Section 13.1.	Default.....	16
Section 13.2.	Remedies.....	17

ARTICLE XIV DEFAULT BY THE PARTNERSHIP	18
Section 14.1. Default.....	18
Section 14.2. Remedies	18
ARTICLE XV INSURANCE.....	18
Section 15.1. Developer's Insurance Obligations.....	18
ARTICLE XVI MISCELLANEOUS.....	19
Section 16.1. Master Developer Costs.....	19
Section 16.2. Municipal Taxes	19
Section 16.3. Project Advertising	19
Section 16.4. Interpretation	19
Section 16.5. Applicable Law.....	20
Section 16.6. Amendment and Waiver	20
Section 16.7. Severability	20
Section 16.8. Confidentiality of Information.....	20
Section 16.9. Entire Agreement.....	20
Section 16.10. Estoppels.....	21
Section 16.11. Duty to Sign Supplemental Effectuating Documents	21
Section 16.12. Multiple Counterparts.....	21
Section 16.13. Successors and Assigns.....	21
Section 16.14. Notice Regarding Members of Storrs Center Alliance LLC	21
Section 16.15. No Partnership.....	21
Section 16.16. WAIVER OF TRIAL BY JURY	21

EXHIBIT A (LRK TEAM SCOPE OF SERVICES REVISED TO AUGUST 3, 2004)

EXHIBIT B (MDP PROJECT AREA MAP DATED AUGUST 3, 2004)

EXHIBIT C (GUARANTY BY LEYLANDALLIANCE LLC)

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "Agreement") is made as of the ____ day of August, 2004, by and between the MANSFIELD DOWNTOWN PARTNERSHIP, INC. (the "Partnership") a nonprofit corporation with an address at 1244 Storrs Road, P.O. Box 513, Storrs, Connecticut 06268 and STORRS CENTER ALLIANCE LLC (the "Master Developer") a Connecticut limited liability company having an address in care of LeylandAlliance LLC, 16 Sterling Lake Road, Tuxedo, New York 10987.

RECITALS

- A. The Partnership is a Connecticut nonprofit, nonstock corporation incorporated September 5, 2002, as successor to an unincorporated association of similar name.
- B. The Partnership commissioned the preparation of a concept master plan for the area of downtown Mansfield to be known as Storrs Center (or such other name as may be agreed upon by the Partnership and Master Developer) which culminated in the completion of the "Downtown Mansfield Master Plan, May, 2002" (the "Master Plan"). The Master Plan recommended that the Mansfield Town Council create a municipal development corporation under Chapter 132 of the Connecticut General Statutes to act as a municipal development agency charged with both the preparation and implementation of a Municipal Development Plan for Storrs Center satisfying the requirements of Connecticut General Statutes section 8-189 (the "MDP").
- C. By action of the Mansfield Town Council on or about May 28, 2002, the Partnership was designated as the municipal development agency for the Town of Mansfield pursuant to Chapter 132 of the Connecticut General Statutes.
- D. The main campus of the University of Connecticut (the "University") is located adjacent to Connecticut State Route 195 and the Storrs Center area. The University's policy is that redevelopment of the Storrs Center area in a manner consistent with the Master Plan will further its institutional mission.
- E. In furtherance of its interest in facilitating the development of its property located in the Storrs Center project area, the University commissioned Baystate Environmental Consultants, Inc. to prepare an "Environmental Impact Evaluation for the Proposed Graduate Student Apartments and Downtown Mansfield Master Plan Projects, Storrs, Connecticut" (the "EIE") pursuant to Connecticut General Statutes section 22a-1 et seq.
- F. On or about April 28, 2003, the Secretary of the Connecticut Office of Policy and Management ("OPM") approved the EIE, subject to two conditions, including the condition that a municipal development plan be prepared pursuant to Chapter 132 of the Connecticut General Statutes (the "OPM Approval Letter").

G. On or about May 12, 2003, the Partnership released to the public a "Request for Developer Qualifications and Concepts (RFQ), Downtown Mansfield Municipal Development Plan, Mansfield, Connecticut" ("RFQ"). The purpose of the RFQ was to solicit written qualifications and concepts from development organizations interested in being designated the master developer for Storrs Center. The RFQ pertained to certain parcels of land located in the Town of Mansfield adjacent to or in the vicinity of Connecticut State Route 195 and the campus of the University of Connecticut (the "RFQ Area").

H. The Partnership has engaged the firm of Looney Ricks Kiss Architects, Inc. ("LRK") and LRK's subconsultants including, but not limited to, EDAW Inc., Urban Partners and URS Corporation (collectively with LRK the "LRK Team") to assist the Partnership in the preparation of the MDP. The LRK Team is responsible for completing certain tasks for the Partnership, as set forth in a certain scope of services (the "LRK Team Scope of Services") attached as Exhibit A of this Agreement.

I. The RFQ provided that, once selected, the master developer would participate with the Partnership and the Partnership's consultants in the conceptual design of Storrs Center and the preparation of an MDP and ultimately in implementing the MDP by developing a project in a manner consistent with the MDP (the "Project").

J. In furtherance of its interest in being designated the master developer for the Project, Storrs Center Alliance LLC invested resources in responding to the RFQ, including consulting with various real estate, planning, architectural, engineering and legal professionals, preparing materials responsive to the RFQ and participating in interviews with the Partnership. Storrs Center Alliance LLC is a Connecticut limited liability company. LeylandAlliance LLC, a Delaware limited liability company, is the sole member of Storrs Center Alliance LLC.

K. At the conclusion of the Partnership's review of qualifications from the various entities that responded to the RFQ, the Partnership selected Storrs Center Alliance LLC to be the master developer for the Project (Storrs Center Alliance LLC hereinafter being referred to as the "Master Developer").

L. Since its designation as Master Developer, Storrs Center Alliance LLC has undertaken substantial additional efforts toward developing the Project, including research, data gathering, planning, preliminary engineering, retention of consultants and attending numerous meetings to discuss the Project with its professional team and the Partnership.

M. As a result of the preliminary planning efforts by the Master Developer and the Partnership and their respective consultants, the Master Developer and the Partnership agree that the purposes of the Project will be better served if the geographic limits of the Project include certain parcels of land in addition to the RFQ Area. The geographic limits of the Project are shown on a map attached as Exhibit B (hereinafter referred to as the "Project Area"). It is understood that the Project Area may be modified from time to time, by mutual consent of the Partnership and the Master Developer. The Partnership neither owns nor plans to acquire any real property located within the Project Area.

N. The University owns certain parcels of land located within the Project Area. The Master Developer has entered into negotiations with the University to enter into a written agreement for the acquisition of fee simple or other property interests in certain parcels of land owned by the University (the "Land Acquisition Agreement").

O. The University currently owns and operates a water supply system that serves the Storrs Center area of Mansfield. The University has stated its commitment to fully serving all water supply needs arising from the Project. The Master Developer and the University have entered into negotiations for a written water supply agreement (the "Water Supply Agreement").

P. The University currently owns and operates a water pollution control facility that provides sanitary sewer service to the Storrs Center area of Mansfield. The University has stated its commitment to fully serving all sanitary sewer needs arising from the Project. The Master Developer and the University have entered into negotiations for a written sanitary sewer service agreement (the "Sanitary Sewer Service Agreement").

Q. The Master Developer and the Partnership desire to memorialize their various agreements relating to the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms shall, unless the context otherwise requires, have the respective meanings assigned to such terms in this Article I or the recital or section of this Agreement referred to below:

"Agreement" has the meaning set forth in the initial paragraph of this Agreement, as such Agreement may be amended from time to time pursuant to Section 16.6.

"Business Day" means any day other than a Saturday, Sunday, legal holiday as recognized in the State of Connecticut, or any other day on which, in the State of Connecticut, the United States Post Office has no scheduled deliveries.

"Business Plan" has the meaning set forth in Section 2.1 of this Agreement.

"Conceptual Site Plan" has the meaning set forth in Section 2.1(b) of this Agreement.

"Development Program" has the meaning set forth in Section 2.1(a) of this Agreement.

"EIE" has the meaning set forth in Recital E of this Agreement.

“Financing Plan” has the meaning set forth in Section 2.1(d) of this Agreement.

“Governmental Approvals” has the meaning set forth in Section 5.2 of this Agreement.

“Governmental Authority” means any and all courts, boards, agencies, commissions, offices or authorities of any nature whatsoever of any governmental unit (whether federal, state, county, district, municipal or otherwise), whether now or hereafter in existence, which have jurisdiction over all or any portion of the Project.

“Land Acquisition Agreement” has the meaning set forth in Recital N of this Agreement.

“Land Records” means the land records of the Town of Mansfield.

“LRK Team Scope of Services” has the meaning set forth in Recital H of this Agreement.

“Master Developer” means Storrs Center Alliance LLC, a Connecticut limited liability company, its successors and permitted assigns in connection with the rights and obligations assigned.

“Master Developer Default” has the meaning set forth in Section 13.1 of this Agreement.

“Master Plan” has the meaning set forth in Recital B of this Agreement.

“Municipal Development Plan” or “MDP” has the meaning set forth in Recital B of this Agreement.

“OPM” has the meaning set forth in Recital F of this Agreement.

“OPM Approval Letter” has the meaning set forth in Recital F of this Agreement.

“Partnership Default” has the meaning set forth in Section 14.1 of this Agreement.

“Project” has the meaning set forth in Recital I of this Agreement.

“Project Area” has the meaning set forth in Recital M of this Agreement.

“Project Management Plan” has the meaning set forth in Section 2.1(f) of this Agreement.

“RFO” has the meaning set forth in Recital G of this Agreement.

“RFQ Area” has the meaning set forth in Recital G of this Agreement.

“ROFR Period” has the meaning set forth in Section 13.2(d) of this Agreement.

“Sanitary Sewer Service Agreement” has the meaning set forth in Recital P of this Agreement.

“University” has the meaning set forth in Recital D of this Agreement.

“University Agreements” has the meaning set forth in Section 5.1 of this Agreement.

“Water Supply Agreement” has the meaning set forth in Recital O of this Agreement.

ARTICLE II

DEVELOPMENT OF A BUSINESS PLAN FOR THE PROJECT

Section 2.1. Business Plan. The Master Developer, in consultation with the Partnership, shall prepare a confidential business plan for the development and construction of the Project (the “Business Plan”). The Business Plan shall include, but not be limited to, the following elements:

(a) A development program consisting of a statement of the proposed number, types and mix of residential units within the Project (which may be in the form of a range, consisting of proposed minimum and maximum amounts) and a statement of the proposed square footages (which may also be a proposed range of square footages) for each type of non-residential use proposed within the Project (the “Development Program”).

(b) A conceptual site plan for the Project identifying the proposed locations of each type of land use; proposed locations of buildings, public and private streets, parking areas, public spaces and sidewalks; approximate locations of storm drainage improvements for the Project; and approximate locations of utilities servicing the Project (the “Conceptual Site Plan”).

(c) A preliminary list of all governmental permits and approvals that will be required to complete the Project.

(d) A financing plan for the Project generally identifying proposed sources of funding for each component of the Project, approximate amounts of funding for each component of the Project and anticipated timing and sequencing of Project financing (the “Financing Plan”).

(e) A critical path chart or similar timeline outlining the anticipated sequence and phasing of development of the Project.

(f) A preliminary management plan for the Project setting forth the anticipated methods and responsibilities for maintaining the improvements contained in the Project following the completion of construction (the “Project Management Plan”).

Section 2.2. Timing of Business Plan Completion. The Business Plan shall be completed in two phases. First, the Master Developer, in consultation with the Partnership, shall prepare a preliminary draft of the Business Plan within 30 days of the execution of this Agreement. Second, the Master Developer, in consultation with the Partnership, shall prepare a final draft of the Business Plan. Given that implementation of the Business Plan will depend

upon approval of the MDP and the receipt of all Governmental Approvals, the final draft of the Business Plan shall be completed no later than 120 days following final approval of the MDP and the receipt of all required Governmental Approvals. The preliminary and final drafts of the Business Plan shall be subject to approval by the Partnership, which approvals shall not be unreasonably withheld or delayed.

Section 2.3. Flexibility. The Parties acknowledge that the viability of the Project depends upon the Business Plan being flexible enough to adapt to changing circumstances, including changes in economic and real estate market conditions. Therefore, the Business Plan may be modified from time to time by the Master Developer, such modifications to be subject to approval by the Partnership, such approvals not to be unreasonably withheld or delayed.

ARTICLE III

PREPARATION OF THE MUNICIPAL DEVELOPMENT PLAN

Section 3.1. Preparation of the MDP. Within 120 days after the execution of this Agreement, the Developer and the Partnership shall prepare an MDP for the Project. The 120 day time period does not include any of the review and approval processes referenced in Article IV. It is expected that there will be overlap between elements of the MDP and the Business Plan. Each party's work on the MDP shall be at its own expense. The Master Developer shall prepare, or pay for the preparation of, as the case may be, all reports and supporting documentation necessary to complete the MDP other than those identified in the LRK Team Scope of Services as to be prepared by LRK. The MDP shall include, but not be limited to, the following elements, to the extent legally required:

- (a) A legal description of the land within the Project Area.
- (b) A description of the present condition and uses of the Project Area.
- (c) A description of the types and locations of land uses or building uses proposed for the Project Area.
- (d) A description of the types and locations of present and proposed streets, sidewalks and sanitary, utility and other facilities and the types and locations of other proposed site improvements, including a stormwater design plan that satisfies the requirements of the OPM Approval Letter. Any traffic reports that are prepared shall conform to the standards of the Connecticut Department of Transportation for reports of similar type.
- (e) Statements of the present and proposed zoning classification and subdivision status of the Project Area and the areas adjacent to the Project Area.
- (f) A plan for relocating Project Area occupants.
- (g) A financing plan for the Project.

- (h) An administrative plan for the Project.
- (i) A marketability and proposed land use study or building use study for the Project Area.
- (j) Appraisal reports and title searches of the Project Area.
- (k) A statement of the number of jobs which the Partnership anticipates would be created by the Project and the number and types of existing housing units in the Town of Mansfield and in contiguous towns which would be available to employees filling such jobs.
- (l) Findings appropriate to the Project and necessary to comply with Chapter 132 of the Connecticut General Statutes.

Section 3.2. Role of the LRK Team. Nothing in this Agreement limits any of the LRK Team's obligations to the Partnership under the LRK Team Scope of Services. The Partnership shall use best efforts to cause the LRK Team to consult and cooperate with the Master Developer in completing the tasks described in the LRK Team Scope of Services.

Section 3.3. Consent to Use MDP Reports. The Partnership and the Master Developer mutually consent to each other's use of all final reports prepared in support of the MDP for all purposes consistent with the Project.

Section 3.4. Extension Periods. The Parties will cooperate to achieve the earliest possible approval of the MDP. The Parties acknowledge that the completion of the MDP will require input from, and the involvement of, various other agencies and individuals. Circumstances may reasonably prevent the completion of the MDP within 120 days after the execution of this Agreement. Therefore, either the Master Developer or the Partnership may request one or more extensions of time from the other in which to complete the MDP; the parties shall act reasonably and expeditiously in consideration of any such request.

ARTICLE IV

REVIEW AND APPROVAL OF THE MUNICIPAL DEVELOPMENT PLAN

Section 4.1. Generally. The Master Developer shall, at its own expense, pursue the MDP approval process to completion, and will participate in such revisions as may be needed to obtain all approvals on the same basis as preparation of the originally-submitted MDP. It is understood, however, that the Partnership and the LRK Team shall cooperate fully with the Master Developer, and that certain tasks required to complete the MDP process shall be completed by the Partnership's consultants, who shall be paid by the Partnership. Unless and until the MDP is fully approved by all necessary authorities, the Master Developer shall not apply for any permits relating to construction of any part of the Project, including improvements on any land the Master Developer may acquire from owners other than the University.

Section 4.2. Review by the University of Connecticut. The Partnership, the Master Developer and its consultants shall present the MDP to the Board of Trustees of the University of Connecticut and request the endorsement of the MDP by the Board of Trustees.

Section 4.3. Review by the Town of Mansfield Planning and Zoning Commission. The Partnership, the Master Developer and its consultants shall present the MDP to the Mansfield Planning and Zoning Commission and request a determination that the MDP is in accord with the Mansfield Plan of Conservation and Development.

Section 4.4. Review by the Windham Regional Council of Governments. The Partnership, the Master Developer and its consultants shall present the MDP to the Windham Regional Council of Governments and request a determination that the MDP is in accord with the plan of development for the region.

Section 4.5. Review by the Partnership. The Master Developer and its consultants shall present the MDP to the Partnership in a public hearing and request approval of the MDP.

Section 4.6. Review by the Mansfield Town Council. The Partnership, the Master Developer and its consultants shall present the MDP to the Mansfield Town Council and seek approval of the MDP.

Section 4.7. Review by the Commissioner of the Connecticut Department of Economic and Community Development. Immediately upon approval of the MDP by the Mansfield Town Council, the Partnership shall submit the MDP to the Commissioner of the Department of Economic and Community Development for approval.

Section 4.8. Joint Meetings. Nothing in this Agreement shall preclude any of the required meetings or public hearings with the Partnership, the Mansfield Planning and Zoning Commission, the Windham Regional Council of Governments or the Mansfield Town Council from being held as joint meetings.

ARTICLE V

PERMITS AND APPROVALS; TIMING; CONSTRUCTION OF THE PROJECT

Section 5.1. Agreements with the University. The Master Developer shall, with reasonable diligence, pursue negotiations with the University with the goal of executing the Land Acquisition Agreement, the Water Supply Agreement and the Sanitary Sewer Service Agreement (collectively, the "University Agreements") at the earliest possible date. The execution of the University Agreements and the full performance by the Master Developer and the University of their respective obligations under the University Agreements are of the essence of this Agreement. The Master Developer shall not be in default of this Agreement if any of the University Agreements is not executed or, if executed, are breached by the University. However,

if the University Agreements are not executed within six (6) months following the date of execution of this Agreement, this Agreement shall be terminated and become null and void, neither party having any liability to the other, if either party to this Agreement so elects and gives written notice of such termination to the other party.

Section 5.2. Permits and Approvals. Beginning promptly after final approval of the MDP, the Master Developer shall, with reasonable diligence, prepare detailed plans and appropriate supporting materials and apply for all permits and approvals that are required from any Governmental Authority in order to construct the Project substantially in accordance with the MDP (each a "Governmental Approval" and collectively the "Governmental Approvals"), with the exception of the following:

(a) Any permits or approvals required to provide a potable water supply to the Project pursuant to the Water Supply Agreement.

(b) Any permits or approvals required to provide sanitary sewer service to the Project pursuant to the Sanitary Sewer Service Agreement.

Section 5.3. Utility Service to the Project. Nothing in this Article is intended to relieve the Master Developer from paying for the normal cost of utility services and assessments (it being understood that the terms of supply of water and sanitary sewer service shall be governed by the Water Supply Agreement and the Sanitary Sewer Service Agreement).

Section 5.4. No Default. The failure of the Master Developer to receive any one or more Governmental Approvals shall not constitute a Master Developer Default under this Agreement. The Master Developer may, in its sole discretion, prosecute, defend or withdraw from any appeals or other litigation relating to the Project. The failure of the Master Developer to prosecute, defend or prevail in appeals or other litigation relating to the Project shall not constitute a Master Developer Default under this Agreement.

Section 5.5. New Zoning District. The Mansfield Planning & Zoning Commission's approval of a new zoning district for the Project Area (such as a special design district) and related Zoning Regulation amendments, including a special administrative permitting procedure, is of the essence of this Agreement. The Partnership and the Master Developer shall jointly prepare and file applications with the Mansfield Planning and Zoning Commission for approval of a new zoning district designation for the Project Area and all relevant and appropriate related Zoning Regulation amendments that will permit all of the contemplated uses of land within the Project within sixty (60) days after the final approval of the MDP, or as soon as reasonably possible after such approval.

Section 5.6. Timing of Construction. The Master Developer shall construct the Project substantially in accordance with the terms and conditions of the Governmental Approvals according to the following schedule:

(a) The Master Developer shall obtain a written construction loan commitment, and provide evidence of same to the Partnership, no later than ninety (90) days following the receipt of, or in the event of, as the case may be, each of the following:

- (i) all Governmental Approvals;
- (ii) written assurance from the University that an adequate supply of potable water is available to serve the entire Project pursuant to the terms of the Water Supply Agreement;
- (iii) written assurance from the University that adequate sanitary sewer service is available to serve the entire Project pursuant to the terms of the Sanitary Sewer Service Agreement; and
- (iv) any and all appeals or other litigation relating to the Project have been fully and finally concluded in favor of the Master Developer in all respects and all applicable appeal periods have expired.

(b) The Master Developer shall start construction of the Project no later than sixty (60) days following the receipt of the written construction loan commitment described in section 5.6(a) above. Within 120 days of the start of construction, the parties agree to negotiate a specific construction schedule, including provisions for any phasing of construction, as a Development Agreement Amendment pursuant to section 16.6.

(c) The Master Developer shall pursue the Project with reasonable diligence. The Master Developer shall complete construction of the Project no later than four (4) years following the start of construction described in section 5.6(b) above.

Section 5.7. Deadlines in Article V. The deadlines in this Article V, including any amendments to this Agreement relating thereto, shall be subject to extension upon the written request of the Master Developer in the event that one or more events not reasonably within the control of the Master Developer (other than difficulty, delay or failure to acquire land from grantors other than the University) make such request reasonable. In addition, it is understood that if a deadline is extended for any task that is required to be completed before proceeding to a later task, the deadline for the succeeding task shall also be extended for a corresponding period of time.

Section 5.8. Costs of Construction. The costs of construction of the Project shall be borne entirely by the Master Developer, with the understanding that the Master Developer may pursue certain public funding from local, state and/or federal sources, as well as private funding from equity investors, lending institutions and such other sources as the Master Developer may elect to pursue in its sole discretion. The Master Developer agrees that the receipt of such funding is not a condition precedent to its obligations to construct the Project as set forth in this Agreement.

Section 5.9. Coordination of Construction. The Master Developer shall coordinate the activities of its general contractors in connection with the construction of the Project with the Partnership, the Town of Mansfield and the University of Connecticut. The Master Developer shall meet and review construction schedules and progress with the Partnership at least once

every three months to facilitate timely cooperation and public awareness of the Project. At no cost to the Partnership and with the prior consent of the Partnership, such consent not to be unreasonably withheld, the Master Developer may delegate its duty to meet with the Partnership under this section to its general contractor.

Section 5.10. Construction Lender Notice to the Partnership. The Master Developer shall make reasonable efforts to obtain the written agreement of each of its construction lenders to notify the Partnership in writing of any lender claim that there exists a material default under any agreement between the Master Developer and such lender.

ARTICLE VI

TRANSFER OF REAL PROPERTY RELATED TO PROJECT

Section 6.1. Generally. The Master Developer may acquire any real property that it deems necessary for the completion of the Project. The Partnership and the Master Developer acknowledge that, before construction shall commence on any particular property, the Master Developer shall have acquired fee simple interest to such real property (or such other legal interest that may be acceptable to Master Developer). Nothing in this Agreement shall preclude the Partnership and the Master Developer from agreeing to structure development of all or part of the Project through other means of control over real property including, but not limited to, one or more ground leases.

ARTICLE VII

WATER SUPPLY; SANITARY SEWER; UTILITIES

Section 7.1. Water Supply. Any default by the University under the Water Supply Agreement shall not constitute a Master Developer Default under this Agreement.

Section 7.2. Sanitary Sewer. Any default by the University under the Sanitary Sewer Service Agreement shall not constitute a Master Developer Default under this Agreement.

Section 7.3. Utilities. The Master Developer shall arrange for all utility service to the Project including, but not limited to, electric, gas, telephone and cable TV. The foregoing obligation shall be subject to the University's willingness to enter into the Water Supply Agreement and the Sanitary Sewer Service Agreement on terms mutually acceptable to the University and the Master Developer.

ARTICLE VIII

COOPERATION

Section 8.1. Cooperation. The Master Developer and the Partnership, and each of their respective agents, consultants, representatives and advisors, shall fully and expeditiously cooperate in a reasonable manner and in good faith for the duration of this Agreement in all matters relating to this Agreement including, but not limited to, the following:

(a) The Partnership and the Master Developer agree to meet on a regular basis for the purpose of achieving final approval of the MDP and the complete development of the Project.

(b) The Partnership shall use its best efforts to assist the Master Developer in the expeditious preparation and processing of all applications for Governmental Approvals.

(c) To the extent that the Partnership is required or requested to review plans, applications or other materials prepared by the Master Developer relating to the Project, the Partnership shall cooperate in completing such review in an expeditious manner recognizing that time is of the essence.

(d) To the extent that the Partnership's authorization, consent or approval is required on any written materials, plans, applications or other matters relating to the MDP or to the Project, the Partnership shall cooperate in providing such authorization, consent or approval in an expeditious manner, recognizing that time is of the essence, and shall not unreasonably withhold or delay the granting of such authorization, consent or approval.

(e) The Partnership shall use its best efforts to assist the Master Developer in any negotiations or discussions with any public or private entity related to the Project including, but not limited to, the University of Connecticut and the Town of Mansfield, and in seeking public and private funding for the Project.

(f) The Partnership and the Master Developer acknowledge that extensive public communications will be necessary to ensure the success of the Project. The Partnership and the Master Developer shall cooperate in the regular dissemination of information to the public in a timely manner.

(g) Future circumstances may cause either party to believe that the uses, density, design, arrangement or any other aspect of the Project should be changed. In such an event, the parties agree to cooperate with each other in resolving whether or not to modify the Project, including the potential modification of the Business Plan, the MDP or any Governmental Approvals. No such modification proposed by either party shall be rejected unreasonably by the other party.

(h) The parties shall jointly prepare, print (at the Master Developer's expense) and disseminate a public report on the status of the Project at least annually, provided that this shall not limit the frequency, distribution or content of such additional public communications the Master Developer wishes to make.

ARTICLE IX

DISPUTE RESOLUTION

Section 9.1. Arbitration. Any dispute arising between the Parties hereto concerning any matter of performance under, or interpretation or breach of, this Agreement shall be settled by arbitration. Either Party may serve upon the other Party a written notice demanding that the dispute be resolved pursuant to this Article. Within ten (10) days after the giving of the above mentioned notice, each of the Parties hereto shall nominate and appoint an arbitrator and shall notify the other Party in writing of the name and address of the arbitrator so chosen. Upon the appointment of the two arbitrators as hereinabove provided, said two arbitrators shall forthwith, and within ten (10) days after the appointment of the second arbitrator, and before exchanging views as to the question at issue, appoint in writing a third arbitrator and give written notice of such appointment to each of the Parties hereto. In the event that the two arbitrators shall fail to appoint or agree upon such third arbitrator within said ten (10) day period, a third arbitrator shall be selected by the Parties themselves if they agree upon a third arbitrator within a further period of ten (10) days. If any arbitrator shall not be appointed or agreed upon within the time herein provided, then either Party on behalf of both may request such appointment by the American Arbitration Association (or a successor or similar organization if the American Arbitration Association is no longer in existence). Said arbitrators shall be sworn faithfully and fairly to determine the question at issue. The three arbitrators shall each be duly qualified in the subject matter of the dispute under arbitration and shall afford to the Master Developer and the Partnership the privilege of cross-examination, on the question at issue, and shall, with all possible speed, make their determination in writing and shall give notice to the Parties of such determination. The concurring determination of any two of said three arbitrators shall be binding upon the Parties hereto, or, in case no two of the arbitrators shall render a concurring determination, then the determination of the third arbitrator appointed shall be binding upon the Parties hereto. Each Party shall pay the fees of the arbitrator appointed by it, and the fees of the third arbitrator shall be divided equally between the Parties. In the event that any arbitrator appointed as aforesaid shall thereafter die or become unable or unwilling to act, his or her successor shall be appointed in the same manner provided in this Article for the appointment of the arbitrator so dying or becoming unable or unwilling to act.

Section 9.2. Location of Arbitration Proceedings. All arbitration proceedings pursuant to this Agreement shall be conducted in either Hartford or Mansfield, Connecticut, or any other location to which all Parties agree.

Section 9.3. Mediation. Nothing in this Agreement shall prevent the Parties from mutually agreeing to engage in non-binding mediation in an effort to resolve any dispute arising out of this Agreement. To the extent that the Parties agree to engage in such mediation, either party may elect to withdraw from the mediation at any time, in which case all provisions of this Article shall continue to apply.

ARTICLE X

REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP

Section 10.1. Due Authorization. This Agreement has been duly authorized, executed and delivered by the Partnership, and constitutes the legal, valid and binding agreement of the Partnership, enforceable against the Partnership in accordance with its terms.

Section 10.2. Full Disclosure. The Partnership has disclosed to the Master Developer all information, whether embodied in written or oral form, that is material to the Project. No representation or warranty of the Partnership, and no statement made in any document delivered by it to the Master Developer, omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

Section 10.3. Exclusive Dealings. The Partnership is pursuing the development of the Project Area exclusively with the Master Developer, and the Partnership covenants that it has not and will not engage in any communications, whether written or oral, with any other developer entity for so long as this agreement is in effect.

Section 10.4. Noncompetition. For a period of seven (7) years following the date hereof, the Partnership shall not engage in any development or other business activity which, if successful, might reasonably compete with the business interests of the Master Developer or any of the actual business tenants, owners or occupants of property developed by the Master Developer unless the Partnership obtains the Master Developer's written permission to engage in such activity. The Master Developer shall not withhold such permission unless the Master Developer reasonably believes the activity would materially harm the Project. The following activities of the Partnership shall not constitute a breach of this covenant: physical improvements made or supported by the Partnership to any land located outside the Project Area, without change of use of such land, and general land use planning activities for land located outside the Project Area, provided that the Partnership consults regularly and in good faith with the Master Developer regarding such activities.

ARTICLE XI

REPRESENTATIONS AND WARRANTIES OF THE MASTER DEVELOPER

Section 11.1. Due Authorization. This Agreement has been duly authorized, executed and delivered by the Master Developer, and constitutes the legal, valid and binding agreement of the Master Developer, enforceable against the Master Developer in accordance with its terms.

Section 11.2. Full Disclosure. No representation or warranty of the Master Developer, and no statement made in any document delivered by it to the Partnership, omits a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

Section 11.3. No Discrimination. The Master Developer shall not discriminate upon the basis of age, race, color, religion, disability, sex, national origin or sexual orientation in the sale, lease or rental or in the use or occupancy of the Project Properties.

Section 11.4. Compliance with Laws. The Master Developer shall comply with all applicable laws in the execution of the Project and performance of this Agreement.

Section 11.5. Hold Harmless: Indemnification. The Master Developer shall hold the Partnership and its officers and employees harmless from, and shall indemnify them against, any claims arising out of actual or alleged negligence, or any intentional wrongdoing on the part of the Master Developer or any of the Master Developer's officers, employees, agents, contractors or subcontractors in connection with the Project.

ARTICLE XII

NOTICES

Section 12.1. Notices. Any notice which may be or is required to be given hereunder must be in writing and must be: (i) personally delivered, (ii) transmitted by United States mail, as registered or certified matter, return receipt requested, and postage prepaid, or (iii) transmitted by nationally recognized overnight courier service to the applicable party at its address listed below. Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given and received, whether or not actually received, on (a) the date of receipt if delivered personally, (b) five (5) business days after the date of posting if transmitted by registered or certified mail, return receipt requested, or (c) one (1) Business Day after pick-up if transmitted by a nationally recognized overnight courier service, whichever shall first occur. A notice or other communication not given as herein provided shall be deemed given if and when such notice or communication and any specified copies are actually received in writing by the party and all other persons to whom they are required or permitted to be given. Any party hereto may change its address for purposes hereof by notice given to the other party in accordance with the provisions of this Article XII, but such notice shall not be deemed to have been duly given unless and until it is actually received by the other party.

Notices hereunder shall be directed:

To the Partnership:

Mansfield Downtown Partnership, Inc.
1244 Storrs Road
P.O. Box 513
Storrs, Connecticut 06268
Attn: Cynthia van Zelm, Executive Director
Telephone: (860) 429-2740
Facsimile: (860) 429-2719

With copies at the same time to:

Leeland J. Cole-Chu, Esq.
Cole-Chu & Company, LLC
261 Williams Street
Post Office Box 1390
New London, Connecticut 06320
Telephone: (860) 442-0150
Facsimile: (860) 442-8353

To the Master Developer:

Storrs Center Alliance LLC
c/o LeylandAlliance LLC
16 Sterling Lake Road
Tuxedo, New York 10987
Attn: Howard Kaufman, General Counsel
Telephone: (845) 351-2900
Facsimile: (845) 351-2922

With copies at the same time to:

Robinson & Cole LLP
280 Trumbull Street
Hartford, Connecticut 06103
Attn: Thomas P. Cody, Esq.
Telephone: (860) 275-8264
Facsimile: (860) 275-8299

ARTICLE XIII

DEFAULT BY THE MASTER DEVELOPER

Section 13.1. Default. The occurrence of any one or more of the following shall constitute a "Master Developer Default" under this Agreement:

(a) The occurrence (including the discovery of any prior occurrence) of any intentional, material misrepresentation by the Master Developer to the Partnership, to the Town of Mansfield, to the University, or to any of their officers or agents.

(b) The occurrence of a material default by the Master Developer under the Land Acquisition Agreement, the Water Supply Agreement or the Sanitary Sewer Service Agreement, subject to whatever rights to cure the respective agreement(s) may provide.

(c) The occurrence of any breach by the Master Developer of a material covenant or warranty contained in this Agreement, and the failure to cure such breach in a manner reasonably acceptable to the Partnership within thirty (30) days following the Partnership's giving of written notice of such breach; provided, if the Master Developer commences the cure of said breach within said thirty (30) day period, and continues with diligence to cure same, said thirty (30) day period shall be extended, and no Master Developer Default shall be deemed to occur, for such additional period as shall reasonably be required to enable the Master Developer to complete such cure.

(d) The failure of LeylandAlliance LLC to execute a Guaranty in substantially the same form as described in Exhibit C within ten (10) days of full execution of this Agreement.

(e) The failure of the Master Developer to give the Partnership written notice of any claim by any of its lenders that the Master Developer is in material default of any loan agreement.

Section 13.2. Remedies. Upon the occurrence of a Master Developer Default, the Partnership shall have no further obligations under this Agreement and the Partnership shall have the following rights:

(a) To revoke the designation of the Master Developer as Master Developer for the Project.

(b) To demand and receive from the Master Developer liquidated damages in the sum of \$200,000.00, it being agreed that it is and will remain unreasonably difficult to calculate with precision the Partnership's damages from a Master Developer Default, and to commence legal action and obtain judgment for such sum if it is not promptly paid.

(c) To seek and appoint another master developer for any land not controlled by the Master Developer.

(d) In the event of a Master Developer Default, the Partnership shall, for a period of ten (10) years following such Master Developer Default (the "ROFR Period"), have a right of first refusal, as more particularly described herein, with respect to any and all parcels of land, with the buildings and improvements thereon, owned by the Master Developer within the Project Area (as the Project Area is defined at the time of the Master Developer Default), and with respect to which the Master Developer has received an offer or offers it wishes to accept. It is expressly understood and agreed that such right of first refusal shall not apply to any sale of property pursuant to a foreclosure or other involuntary sale, deed in lieu of foreclosure or subsequent transfers, or conveyances of any parcel after the Partnership has been given the opportunity to exercise its rights in this section as to that parcel and declined to do so and that such right is a conditional right not intended to be an encumbrance on the Master Developer's land in the Project Area unless and until there occurs a Master Developer Default. However, in such case, this right shall be effective without further notice or demand to the Master Developer and shall be enforceable by any legal and/or equitable remedies generally available in aid of the enforcement of real estate contracts. In the event the Master Developer wishes to accept an offer

or offers to sell property within the Project Area during the ROFR Period, the Master Developer shall send a notice to the Partnership with the terms and conditions of the offer or offers it wishes to accept. The Partnership shall then have a period of thirty (30) calendar days in which to notify the Master Developer that it wishes to acquire said property on said terms and conditions, and an additional period of thirty (30) calendar days to enter into a purchase and sale agreement substantially in accordance with said terms and conditions; if no notice is given within said initial thirty (30) day period, or the Partnership fails to enter into a purchase and sale agreement within said additional thirty (30) day period, the Partnership shall be deemed to have waived said right of first refusal, and Master Developer shall be free to sell said property on terms and conditions substantially as set forth in the notice.

ARTICLE XIV

DEFAULT BY THE PARTNERSHIP

Section 14.1. Default. The occurrence of any one or more of the following shall constitute a "Partnership Default" as that term is used in this Agreement: (a) The occurrence of a breach by the Partnership of a material covenant or warranty contained in this Agreement, which breach is not promptly cured as provided herein; or (b) the occurrence of an intentional material misrepresentation by the Partnership. Notwithstanding the foregoing, if the Partnership commences the cure of said breach or misrepresentation within a thirty (30) day period, and continues with diligence to endeavor to cure same, said thirty (30) day period shall be extended, and no Partnership Default shall be deemed to occur, for such additional period as shall reasonably be required to enable the Partnership to complete such cure.

Section 14.2. Remedies. Upon the occurrence of a Partnership Default, the Master Developer shall have the right to enforce all terms, provisions and conditions of this Agreement by any remedies available at law or in equity, including specific performance, and the right to recover reasonable attorneys' fees and costs incurred in connection with said enforcement.

ARTICLE XV

INSURANCE

Section 15.1. Developer's Insurance Obligations. The Master Developer shall maintain the following insurance:

- (a) Liability insurance with limits of no less than \$500,000.00 per person and \$2,000,000.00 per occurrence and with the Partnership named as an additional insured;
- (b) Workers compensation insurance to the extent required by law, and the Master Developer shall require each of its contractors and subcontractors to maintain workers compensation insurance; and

- (c) After the start of construction, builder's risk insurance.

ARTICLE XVI

MISCELLANEOUS

Section 16.1. Master Developer Costs. To the extent not specified otherwise in this Agreement, the Master Developer's responsibilities under this Agreement shall be performed entirely at the Master Developer's expense. The Master Developer shall, for example, obtain and pay the cost of any letters of credit or bonds that are customarily required (and not waived) by the Town of Mansfield, the University or any agency of the State of Connecticut to secure proper completion of infrastructure improvements included within the Project. The Master Developer shall pay the Partnership's reasonable attorney's fees relating to the Partnership's review, negotiation or documentation of Master Developer financing provided for in this Agreement. The Master Developer shall not be entitled to reimbursement or compensation from the Partnership for expenses incurred in connection with the Project.

Section 16.2. Municipal Taxes. To the extent that the Master Developer owns land or improvements within the Project Area in fee simple, the Master Developer shall be responsible for timely payment of all municipal taxes applicable to such land or improvements.

Section 16.3. Project Advertising. For so long as the Partnership is not in default under this Agreement, all advertising (including signs) for sale or rental of any portion of the Project shall include the words "An Open Occupancy Building" in a legible type size and design, and shall include the words "in cooperation with the Mansfield Downtown Partnership, The University of Connecticut and the Town of Mansfield." The words "project" or "development" may be substituted for the word "building" where circumstances make it appropriate.

Section 16.4. Interpretation. Unless otherwise specified herein: (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; (c) references to persons include their permitted successors and assigns; (d) references to statutes are to be construed as including all rules and regulations adopted pursuant to the statute referred to and all statutory provisions consolidating, amending or replacing the statute referred to; (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein and entered into in accordance with their respective terms; (f) the words "approve," "consent" and "agree" or derivations of said words or words of similar import mean, unless otherwise expressly provided herein, the prior approval, consent or agreement in writing of the person holding the right to approve, consent or agree with respect to the matter in question; (g) the words "include" or "including" or words of similar import, shall be deemed to be followed by the words "without limitation"; (h) the words "hereto" or "hereby" or "herein" or "hereof" or "hereunder," or words of similar import, refer to this Agreement in its entirety; (i) all references to articles and sections are to the articles and sections of this Agreement; (j) in computing any time period hereunder, the day of the act, event or default after which the designated time period begins to run is not to be included, and the last day of the period so computed is to be included, unless any such last day is not a Business Day,

in which event such time period shall run until the next day which is a Business Day; and (k) the headings of articles and sections contained in this Agreement are inserted as a matter of convenience and shall not affect the construction of this Agreement. The Partnership and the Master Developer have each jointly, with the advice and assistance of their respective legal counsel, participated in the negotiation and drafting of all of the terms and provisions of this Agreement, and, accordingly it is agreed that no term or provision of this Agreement shall be construed in favor of or against any party by virtue of the authorship or purported authorship thereof by any party.

Section 16.5. Applicable Law. This Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Connecticut. All duties and obligations under this Agreement are to be performed in the State of Connecticut and venue for purposes of any actions brought under this Agreement, or under any agreement or other document executed in conjunction herewith, shall be the state or federal courts located within and having jurisdiction over the State of Connecticut.

Section 16.6. Amendment and Waiver. This Agreement may be amended or changed only by written instrument entitled "Development Agreement Amendment" duly executed by the Partnership and the Master Developer, and any alleged amendment or change which is not so documented shall not be effective as to either party. Provisions of this Agreement may be waived by the party hereto which is entitled to the benefit thereof by evidencing written waiver entitled "Development Agreement Limited Waiver" executed by such party.

Section 16.7. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties hereto as contained herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

Section 16.8. Confidentiality of Information. To the extent permitted by law, all information obtained by either party from the other party hereto pursuant to this Agreement shall remain confidential; provided, however, the foregoing shall not prevent either party hereto from disclosing such information, if any, as may reasonably be required to carry out its obligations hereunder (including without limitation disclosure to its lenders, attorneys, accountants or consultants retained for the purposes of this transaction) or as reasonably requested by potential or current investors in the Master Developer or as reasonably requested by a construction lender or any permanent lender in connection with any construction loans or permanent loans or as may be required in connection with any litigation or alternative dispute resolution proceedings between the parties to this Agreement or as required by applicable law, court order or any rule, regulation or order of any governmental authority or agency having jurisdiction over the Partnership, the Master Developer or the Project.

Section 16.9. Entire Agreement. This Agreement, and exhibits attached hereto, contains the entire agreement between the parties hereto relating to the subject matter hereof. This

Agreement supercedes the Development Agreement executed by the parties on or about April 5, 2004.

Section 16.10. Estoppels. Each party shall, without charge, at any time and from time to time, within ten (10) days after written request by the other or by any mortgagee, execute and deliver a certificate or certificates evidencing: (a) whether this Agreement is in force and effect; (b) whether this Agreement has been modified, amended or waived in any respect pursuant to section 16.6 and, if so, submitting copies of or otherwise specifically identifying such modifications or amendments; (c) whether, to the best knowledge of such party, the other party has complied with all of its warranties, representations and covenants contained herein and, if the other party has not so complied, identifying with reasonable specificity the nature of such non-compliance; (d) stating whether or not any notice of default has been given to the other party which has not been cured and, if so, including a copy of such notice; and (e) such other matters as either party or any mortgagee may reasonably request.

Section 16.11. Duty to Sign Supplemental Effectuating Documents. At any time or times after the date hereof, each party hereto shall execute, have acknowledged, and delivered to the others any and all instruments, and take any and all other actions, as the other parties may reasonably request to effectuate the transactions described herein.

Section 16.12. Multiple Counterparts. This Agreement shall be executed in four counterparts (one each for the parties, the University and the Town of Mansfield), each of which shall be an original, but all of which shall constitute but one instrument.

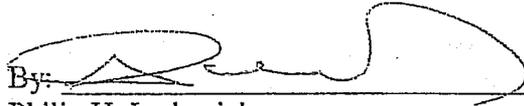
Section 16.13. Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. No assignment of the rights of a party hereto shall be permitted without the consent of the other party hereto, such consent not to be unreasonably withheld.

Section 16.14. Notice Regarding Members of Storrs Center Alliance LLC. The Master Developer shall promptly notify the Partnership in writing of the admission or withdrawal of any member of Storrs Center Alliance LLC.

Section 16.15. No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

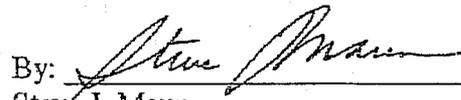
Section 16.16. WAIVER OF TRIAL BY JURY. THE PARTNERSHIP AND THE MASTER DEVELOPER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT IT MAY HAVE TO TRIAL, INCLUDING TRIAL BY JURY, IN ANY LITIGATION ARISING IN ANY WAY OUT OF THIS AGREEMENT.

MANSFIELD DOWNTOWN PARTNERSHIP, INC.

By: 

Philip H. Lodewick
Its President
Duly Authorized

STORRS CENTER ALLIANCE LLC

By: 

Steve J. Maun
Its Manager
Duly Authorized

December 18, 2002 (Revised August 3, 2004)

DOWNTOWN MANSFIELD MUNICIPAL DEVELOPMENT PLAN REVISED SCOPE OF SERVICES NARRATIVE

In response to the November 26, 2002 negotiation meeting in Mansfield, Looney Ricks Kiss Architects, Inc., 19 Vandeventer Avenue, Princeton, NJ 08542 (LRK) and its project team (we; our) are pleased to submit the following revised scope of professional services narrative to Mansfield Downtown Partnership, 1244 Storrs Road, Storrs, CT 06268 (the Partnership).

PROJECT DESCRIPTION

The project planning area comprises the downtown Mansfield district known as Storrs Center, which is adjacent to the University of Connecticut (UConn) main campus along Route 195. The objective of the professional services described below will be preparation of an implementable Municipal Development Plan for Storrs Center (the MDP), as the "next level" of the May 2002 Downtown Mansfield Master Plan (the Master Plan), in a format ready for submission for agency review. Our services and the MDP are to be based upon:

- Connecticut General Statutes Chapter 132, Sections 8-186 through 200b
- The Connecticut Department of Economic and Community Development (DECD) guidelines
- Input and comments from the Partnership, UConn, character workshop participants, the Mansfield Town Council & Planning and Zoning Commission, the Windham Region Council of Governments as applicable and the developer selected by the Partnership pursuant to Task 3. below (the Developer)

We have reviewed the Master Plan and we are aware that its preparation involved significant stakeholder and community participation. Accordingly, as noted above, we recognize that the MDP is to respect and follow the Master Plan to the greatest extent practicable, especially with respect to the general locations of land uses in Storrs Center. Further, while the quantities of certain land uses may vary from the Master Plan as a result of the marketability study outlined as part of Task 4 below and input from the Developer, others such as the University Housing likely will not.

BASIC SERVICES

General: Throughout the project, we will work and coordinate closely with the Partnership and others the Partnership may designate, and will provide professional services as outlined below. Our services and deliverables will not necessarily be limited to those outlined under each task number and heading. Services will be provided as required to satisfactorily complete each task.

Early in the project we will begin assisting the Partnership in the process of identifying, evaluating and engaging the Developer, to participate in the planning process as well as to implement development of Storrs Center. Such developer participation will be in the spirit of "design/build" in lieu of the more traditional "design/bid/build" process. To expedite the schedule we have taken the liberty of compiling a preliminary list of potential developers whom we believe are qualified to participate in the project on that basis. Prior to Task 1 we will complete our list, combine it with similar lists provided by the Partnership or others they may designate and draft a developer Request for Qualifications (RFQ). The developer RFQ will include a provision requiring the developer(s) engaged by the Partnership to prepare cost estimates required by DECD guidelines 3. Project Plan Elements, j). We will send the combined list of developers, and the draft RFQ to the Partnership for review, comment and approval.

Task 1. Project Organization and Initial Developer Evaluation Meetings: We will kick-off the project by sending two or three (2-3) team members to Mansfield for two (2) days, to participate in a series of meetings for the purposes of initial developer evaluation and project organization refinement. We will rely upon the Partnership to distribute this approved scope of services to all parties who will participate in the meetings, for their review and familiarization. In addition, we will rely upon the Partnership to organize and schedule the meetings, which we suggest include at least the following:

- Meet with Partnership representatives to:
 - Review the approved list of potential developers
 - Reach consensus as to which developers will be sent the RFQ Review the Partnership's preliminary list of stakeholders, and reach consensus as to a final list of stakeholders with whom to meet during Task 3
- Meet with Partnership and one or more DECD representative(s) to:
 - Review the approved scope of services vis-à-vis the DECD guidelines
 - Reach consensus as to coordination among our team, the Partnership, DECD and others who may be designated by the Partnership and/or DECD
- Meet with UConn leadership to confirm expectations regarding review of the Municipal Development Plan and construction documents
- Participate in one or more meeting(s) among the Partnership, the Town of Mansfield (Mansfield), UConn leadership, stakeholders and others as appropriate to:

- Review the approved scope of services
- Discuss, review and reach consensus as to the terms and conditions under which each party will participate in the project
- Discuss and reach consensus as to land/property disposition, including but not necessarily limited to options including acquisition and leases
- Meet with Mansfield Town Planner Greg Padick, UConn Director of Environmental Policy Rich Miller, and UConn Architect Larry Schilling to:
 - Review the December 3, 2002 letter from the Town of Mansfield to Larry Schilling, UConn University Architect, regarding the 2002 Draft Environmental Impact Evaluation (EIE), and outline potential procedures, regulatory standards, and approval processes to address the concerns set forth in said December 3, 2002 letter
 - Review and confirm Mansfield expectations regarding review of the MDP as it develops
 - Review and confirm Mansfield expectations regarding review of construction documents for Storrs Center development, and how the MDP will address those expectations
- Meet with the Partnership Attorney to:
 - Review, discuss and evaluate all the above
 - Reach consensus as to legal alternatives for implementing the above issues
 - Review the RFQ in connection with legal issues, and further refine them if necessary

Deliverables: LRK's deliverables for Task 1 will comprise the following:

- The list of developers approved to receive the RFQ
- The RFQ to be finished by the Partnership Attorney and distributed by the Partnership to the developers
- Brief minutes of Task 1 meetings, including a summary of potential procedures, regulatory standards, and approval processes to be established in the MDP

Task 2. Developer Short List and Initial Investigation: We will assist the Partnership, via overnight mail, fax and email, in reviewing and evaluating qualifications submitted by developers in response to the RFQ. The goal of this review and evaluation will be a "short list" of developers to be interviewed during Task 3. In addition, we will perform detailed reviews and evaluation of project background information that we obtain and that is available from the Partnership. This will include, at a minimum, the following:

- Base maps, aerial photographs and similar planning area background information
- Connecticut General Statutes Chapter 132, Sections 8-186 through 200b
- The July 22, 2002 Request for Qualifications (RFQ)
- The May 2002 Downtown Mansfield Master Plan

- The October 2002 draft Downtown Mansfield Master Plan Projects Environmental Impact Evaluation (EIE), and an updated EIE if available
- Minutes of Town/University Relations Committee meetings held:
 - January 8, 2002
 - March 12, 2002
 - June 11, 2002
 - Other such minutes if available

Deliverables: LRK's deliverables for Task 2 will comprise the following:

- A short list of developers to be interviewed during Task 3
- A brief outline of any questions or comments that result from the review of the background documents outlined above

Task 3. Site Visit, Site Analysis, and Developer Selection: We will assemble a multi-disciplinary team of planners, architects, engineers and financial consultants in Mansfield, for two or three (2-3) days, to facilitate with the Partnership, at a minimum, the following:

- Assist the Partnership in interviewing short-listed potential developer participant(s), and in selecting the Developer
- Conduct an initial meeting with project stakeholders identified by the Partnership
 - This session will be facilitated with a PowerPoint presentation illustrating project goals & objectives
- With the Partnership identify and delineate the project boundaries, and identify the parcels to be surveyed and acquired pursuant to DECD guidelines 3. Project Plan Elements, e) as applicable
 - A map of the project boundaries will be quickly refined following Task 3, and presented to the Partnership for review and comment
- With the Partnership identify and delineate the project area beyond the project boundaries, including but not necessarily limited to:
 - Areas surrounding the project boundaries that may be affected but will probably not require new construction
 - The extent to which the project area should extend to the west side of Route 195, especially with respect to streetscape and similar improvements
- Review, discuss and refine the project goals, development program, process and schedule in the context of the approved scope of services
- Walk, observe and photograph the Storrs Center planning area and environs
- Draft opportunities & constraints map(s), which will be quickly refined following Task 3 and sent to the Partnership for review and comment, and which will include at least the following considerations:
 - Identify vacant and underutilized land, along Storrs Road and in "back of house" locations, where a town center pattern of blocks and streets could structure expansion

- Identify opportunities for infill additions and expansion, in order to “plug the gaps”
- Analyze the functions and quality of existing spaces on both sides of Storrs Road as potential open spaces to be incorporated into the MDP
- Utilizing existing planning area base maps and aerial photographs, draft the present conditions and land uses map required by DECD guidelines 3. Project Plan Elements, g)
 - This map will be quickly refined when the property survey has been completed, and will be based upon that survey

Deliverables: LRK’s deliverables for Task 3 will comprise the following:

- Memo setting forth initial stakeholders information
 - The Partnership may choose to distribute this memo to the stakeholders, for review and comment
- Map showing project boundaries, and parcels to be acquired and surveyed if any
- Map showing the entire project area as discussed above
- Refined opportunities & constraints map or maps, illustrated with photographs of the Storrs Center planning area and environs
- Refined map and description of present conditions and uses of land in the planning area

Task 4. Marketability Study, Financing Plan Summary and Economic and Fiscal Impact Assessment: Immediately following Task 3, and possibly as an extension thereof, we will begin preparing a marketability study report pursuant to DECD guidelines 3. Project Plan Elements, d). The Developer will be invited to participate in the marketability study once the Developer has been engaged by the Partnership. The marketability study will also include UConn student participation and involvement, and will take into account unique factors in Mansfield, including seasonal business cycles for some businesses and local demographics. Student participation will be in the form of a single meeting. UConn faculty and staff participation, if any, will also occur during that meeting. The marketability study will be conducted generally as follows:

- Retail Market Analysis:
 - Perform market assessment of supply and demand of retail uses that would be physically and thematically appropriate to this area (local-serving retail uses and more destination-oriented retail uses)
 - Identify all retailers within designated trade areas surrounding the planning area, and determine how well existing retailers in each retail category are satisfying existing and projected area demand (based on national retail trends and typical sales volumes/sizes of each store type, and local demographics, income and spending patterns)
 - Determine those retailing categories in which sufficient excess demand exists to potentially be satisfied within the planning area

- **Commercial Market Analysis:**
 - Assess types of commercial uses currently located in the planning area and the surrounding area, and identify market conditions for a new development region
 - Identify expansion needs of area corporations, medical facilities and educational institutions, among others
 - Determine commercial development potential of the planning area
- **Residential Market Analysis:**
 - Analysis of demographic and transaction data to determine characteristics of the area's current rental and sales residential markets
 - Assess supply and character of existing housing stock, pricing and supply characteristics, and absorption rate, of current residential development
 - Examine for regional growth projections, to determine attractiveness of this area for future residential expansion
 - Identification of appropriate pricing and mix
- **Entertainment Market Analysis:**
 - Examine ways to expand the region's entertainment-oriented uses within the planning area
 - Identify pattern and location of existing entertainment-oriented facilities; interview operators to identify potential for expansion or relocation into the planning area
- **Hospitality Market Analysis:**
 - Review characteristics of current hotel operations to determine if sufficient market demand exists to consider another hotel as a possible use in the planning area
 - Assess available data regarding the operations of regional hotels, to determine pricing and amenity characteristics of potential hotel development within the planning area

Later in the project, during Tasks 10 & 11, we will review the financing plan summary prepared by the Developer, for its consistency with services performed by LRK and its consultants, prepare a brief report setting forth the findings of said review, and prepare findings that the project will contribute to the economic welfare of the municipality (Including an estimation of local and county tax revenues derived from proposed development):

Deliverables: LRK's deliverables for Task 4 will comprise the following:

- Draft report setting forth identification of market potential for development within the study area for retail, commercial, residential, entertainment and hospitality uses
 - This will be prepared and distributed prior to Task 8
- Final report setting forth identification of market potential for development within the study area for retail, commercial, residential, entertainment and hospitality uses

- This will be incorporated into the MDP and Design Guidelines report assembled pursuant to Task 11
- Findings that the project will contribute to the economic welfare of the municipality
 - These findings, too, will be incorporated into the MDP and Design Guidelines report assembled pursuant to Task 11

Key Decision Point: Approximately four or five (4-5) weeks into the marketability study, and prior to Task 8, we will coordinate with the Partnership regarding preliminary findings of the study. This will provide the Partnership with sufficient information upon which to confirm or adjust the development program established during Task 3.

Task 5. Property Survey, and Baseline Stormwater Management & Traffic Analyses: Immediately following Task 3, we will begin performing a property survey generally as follows:

- Prepare a Class D survey plan of the project boundary and a legal description
- Prepare a T-3 Topographic Survey of the project area utilizing photogrammetric mapping with a contour interval of two feet (2' - 0")

We will also conduct a baseline traffic evaluation and report. Further, we will conduct a baseline stormwater management evaluation and brief report.

Deliverables: Our deliverables for Task 5 will comprise the following:

- Property survey & related maps described above pursuant to DECD guidelines/regulations, 3. Project Plan Elements, e) as applicable, f), h) & g)
- Baseline traffic analysis as outlined above
- Baseline stormwater analysis as outlined above

Task 6. Public Participation – Center Character Workshop: We will send a team of character preference survey professionals to Mansfield for two (2) days, to conduct a meeting with the Partnership Planning and Design Committee and a follow-up meeting with stakeholders, and to conduct a center character workshop. The objective of the workshop will be to solicit opinions as to participants' preferences for alternative architectural, streetscape, open space, landscape and related character scenarios for the Storrs Center MDP. This will be accomplished by means of a Center Character Survey, which methodology consists of projecting photographic images onto a screen and requesting that participants rate on a score sheet the images they find "most favorable" or "least favorable."

These images help to encourage meaningful discussion, and they will include existing conditions in the planning area as well as examples of built and proposed projects that represent similar, successful town center development. They will comprise images from LRK's image library, including images taken during Task 3, and images provided by the Partnership. The Partnership will obtain copyright permission and all other necessary rights for images they provide. Following the survey, we will facilitate more in depth workshop discussions on key topics.

In addition, as an optional service, the projected images could include one or more visual simulation(s) of the planning area. A visual simulation is a controlled set of multiple, alternative computer images generated from a base photograph, which photograph is modified to control and test critical design variables such as architectural and streetscape character in the existing context.

The workshop will be conducted generally as follows:

- Participants can be either the community at large on an advertised basis, or specific individuals and representatives of organizations and groups identified and invited by the Partnership, including the UConn leadership, UConn students, Mansfield Town Council & Planning and Zoning Commission, the Windham Region Council of Governments and the participating developer(s)
- They will be greeted with a map of the Storrs Center planning area, and colored, stick-on "dots"
 - The map will likely be based upon a color-keyed aerial photograph
 - Participants will be asked, using the dots, to identify several (usually 4-5) of their "most favorite" and "least favorite" places in the planning area and environs prior to beginning the Center Character Survey

Deliverables: Our deliverables for Task 6 will comprise the following:

- Copy of the Center Character Survey presentation in written and digital format

Task 7. Interpret and Report Center Character Survey Results: Immediately following the center character workshop we will analyze and interpret the results of the Center Character Survey, in correlation with the most favorite and least favorite places responses. These will be sent to the Partnership in memo and tabular format for review and comment. These results, along with the results of the market study, will serve as the basis for the concept development plans and design guidelines for implementation of Storrs Center.

Deliverables: Our deliverables for Task 7 will comprise the following:

- Memo setting forth results of the Center Character Survey and center character workshop

Task 8. Pre-Workshop Meeting; Planning and Character Imagery Workshop:

We will send one (1) architect/planner and one (1) planner to participate in a two (2) day pre-workshop meeting with the Partnership, and the Developer and its consultants, in New Haven, CT. The purpose of this meeting will be to refine the development program and arrive at consensus as to a Storrs Center concept plan. Following this meeting the Developer's consultants will refine said concept plan and distribute it to the Partnership, the Developer and LRK for review and comment. Based upon such comment the Developer's consultants will further refine the concept plan for presentation during the Planning and Character Imagery Workshop.

We will then again assemble a multi-disciplinary team of planners, architects, engineers and financial consultants in Mansfield, for two (2) days, to facilitate a planning and character imagery workshop utilizing background information obtained during Tasks 1 through 7 above as well as the Storrs Center concept plan developed during and following the pre-workshop meeting described above (the Initial Concept Plan).

Similarly to the center character workshop, periodic participants in this workshop can, at the Partnership's discretion, be either the community at large, or specific individuals and representatives of organizations and groups identified and invited by the Partnership, including the UConn leadership, UConn students, Mansfield Town Council & Planning and Zoning Commission and the Windham Region Council of Governments. We have often found it very beneficial to invite such representatives to participate in a workshop, on a "come when you can" basis. In either case, participants should include UConn and the participating developer(s).

LRK will assist the Partnership and the Developer in presenting the Initial Concept Plan to the workshop participants for observations, questions and comments. Based upon such observations and comments, LRK will assist the Developer and its consultants in refining the Initial Concept Plan into a Preliminary Concept Plan and presenting it again to the workshop participants as described below.

Still utilizing existing base maps and the property survey, and the results of the center character workshop, we will:

- Assist the Developer and its consultants in reviewing character imagery with the Partnership
 - This imagery will comprise sketches and images reflecting the results of the center character workshop as well as character imagery provided by the Developer's consultants, and will illustrate architectural character alternatives for the student housing, commercial/mixed-use and residential buildings, as well as streetscape and open space/recreation character

During the final evening of the workshop, we will assist the Developer in presenting the character imagery and refined Preliminary Concept Plan alternative to workshop participants, UConn leadership and the Mansfield Town Council & Planning and Zoning Commission. This can be done either informally at the workshop site, or formally in a municipal or other meeting space. The goals of this presentation will be to solicit further comment and reach consensus as to an approved Preliminary Concept Plan.

Deliverables: Our deliverables for Task 8 will comprise the following:

- Copies of LRK's approved character imagery

Key Decision Point: Approval of the character imagery and the Preliminary Concept Plan during the wrap-up of this task.

Task 9. Refine Preliminary Concept Plan and Imagery for Presentation:

Following the workshop, we will further assist the Developer in refining the approved character imagery and will provide the Developer's consultants with bullet-point slides of results of the Center Character Survey. It is our understanding that said consultants will refine the approved Preliminary Concept Plan and distribute it to the Partnership, the Developer and to LRK for review and comment. We further understand that, based upon such comment, the Developer's consultants will further refine the Preliminary Concept Plan for presentation during Task 10 and that, in that regard, they will:

- Draw the approved Preliminary Concept Plan in AutoCAD format, utilizing the digital survey and related maps
- Prepare a colored, rendered version of the AutoCAD Preliminary Concept Plan
- Insert the colored, rendered AutoCAD Preliminary Concept Plan digitally into an aerial photograph
- Prepare a PowerPoint presentation incorporating:
 - The approved character imagery
 - The colored, rendered Preliminary Concept Plan
 - The colored, rendered Preliminary Concept Plan concept inserted into the aerial photograph to illustrate context
 - The images, including optional visual simulation(s) if any, that were selected as most and least favorable during the center character workshop
 - The bullet-point slides of the results of the Center Character Survey

Deliverables: Our deliverables for Task 9 will comprise the following:

- The bullet-point slides of the results of the Center Character Survey

Task 10. Public Presentations and Final MDP Workshop: We will send an appropriate number of team members to Mansfield to:

- Assist the Developer in presenting the Task 9 deliverables, including the PowerPoint presentation, to the participants in the community character workshop, and others the Partnership may designate
- Assist the Developer in presenting the Task 9 deliverables, including the PowerPoint presentation, formally to the Mansfield Town Council & Planning and Zoning Commission, the Windham Region Council of Governments and UConn leadership
- Based upon comments during the public presentation, and during a workshop with the Developer and Partnership:
 - Assist the Developer's consultants in further refining the colored, rendered Preliminary Concept Plan into a Storrs Center Final Concept Plan to be incorporated into the MDP report
 - Assist the Developer's consultants in identifying character imagery to be incorporated into the MDP report
- Based upon the presentations and Storrs Center Final Concept Plan above, assist the Partnership in drafting and coordinating the drafting of other documentation to be incorporated into the Storrs Center MDP report, which we understand will proceed as follows:
 - Drafting by the Developer of the standard DECD Financial Assistance Application form
 - Drafting by the Developer of the DECD-2 Project Financing Plan and Budget
 - LRK provide the Developer with copies of drafts of the three (3) maps required by DECD guidelines 2. The Application, k. as prepared previously by LRK
 - Drafting by the Developer of maps required by DECD guidelines 3. Project Plan Elements, i), j), k), m) & n) (Descriptions of said maps also will be drafted by the Developer)
 - LRK draft the findings that the project will contribute to the economic welfare of the municipality (Including an estimation of local and county tax revenues derived from proposed development) prepared by LRK's consultant.
 - Drafting by the Developer of the relocation plan required by DECD guidelines 3. Project Plan Elements, s)
 - Drafting by the Developer of the financing plan summary required by DECD guidelines 3. Project Plan Elements, q)
 - Drafting by the Developer of the detailed administrative plan required by DECD guidelines 3. Project Plan Elements, r)
 - Outlining by the Developer of the detailed traffic analysis and report described under Task 5, which LRK and its consultants will review and which will be completed by the Developer following Task 10 (LRK and its consultants will provide brief, written comments setting forth the results of said review)

- Outlining by the Developer of the stormwater management analysis and report described under Task 5, which LRK and its consultants will review and which will be completed by the Developer following Task 10 (LRK and its consultants will provide brief, written comments setting forth the results of said review)

Deliverables: Our deliverables for Task 10 will comprise the following:

- Drafts or outline(s) of:
 - Copies of drafts of the three (3) maps required by DECD guidelines 2. The Application, k.
 - A draft of the findings that the project will contribute to the economic welfare of the municipality (Including an estimation of local and county tax revenues derived from proposed development)

Key Decision Point: Approval of the Storrs Center Final Concept Plan and character imagery to be incorporated into the Storrs Center MDP report, during the wrap-up of this task.

Task 11. Prepare Final Municipal Development Plan and Report: We will refine the findings drafted by LRK. We will submit these to the Partnership for review, comment and approval. Once those findings, and the other materials drafted during Task 10., including the two (2) professional renderings that we understand will be prepared by the Developer's consultants, have been approved, we will assemble a draft Storrs Center MDP report, ready to have materials prepared by the Developer, the Developer's consultants and the Partnership added. The report will be in 8-1/2 inch by 11 inch or 11 inch by 17 inch, at the discretion of the Partnership and will be prepared in digital format, to the extent that materials in digital format are provided to LRK by the Developer, the Developer's consultants and the Partnership, with the possible exception of DECD forms that may not be available in that format. The report materials we prepare and assemble will include, at a minimum, the following:

- Table of contents prepared by LRK
- Executive summary prepared by the Developer pursuant to DECD guidelines 3. Project Plan Elements, a)
- Site description prepared jointly by LRK and the Developer
- The AutoCAD Storrs Center Final Concept Plan prepared by the Developer's consultants
- The final Storrs Center concept development plan inserted digitally into an aerial photograph map by the Developer's consultants to illustrate the plan accurately in context
- An open space plan prepared by LRK and based upon the Storrs Center Final Concept Plan prepared by the Developer's consultants
- A pedestrian circulation plan prepared by LRK and based upon the Storrs Center Final Concept Plan prepared by the Developer's consultants

- A street hierarchy plan prepared by LRK and based upon the Storrs Center Final Concept Plan prepared by the Developer's consultants
- A parking plan prepared by LRK and based upon the Storrs Center Final Concept Plan prepared by the Developer's consultants
- The colored perspective renderings prepared by the Developer's consultants
- Center character images prepared by the Developer's consultants
- UConn housing, retail, commercial/mixed-use and residential building character imagery sheets prepared by the Developer's consultants
- Four or five (4-5) sheets of Storrs Center master plan design guidelines prepared by the Developer's consultants
- Final regulatory standards and approval processes prepared by the Developer for all known necessary permits, including construction permits
- Brief summary of the findings of the October 2002 Draft Environmental Impact Evaluation (EIE), or of an updated EIE if available, prepared by LRK'S consultant
- The geotechnical investigation report and soil boring logs prepared by UConn
- The marketability study report prepared by LRK'S consultant
- The financing plan summary prepared by the Developer
- The findings that the project will contribute to the economic welfare of the municipality (Including an estimation of local and county tax revenues derived from proposed development) prepared by LRK's consultant
- The detailed stormwater management analysis report prepared by the Developer's consultants consistent with Connecticut Department of Environmental Protection requirements
- The detailed traffic analysis report prepared by the Developer's consultants consistent with Connecticut State Traffic Commission requirements
- The information and three maps required by DECD guidelines 2. The Application, k. in finished format, prepared by the Developer and its consultants
- Map and report required by DECD guidelines 2. The Application, m. in finished format, prepared by the Developer's consultant
- Maps and report(s) required by DECD guidelines 3. Project Plan Elements, i), j), k), m) & n) in finished format, prepared by the Developer and its consultants
- Financing plan summary prepared by the Developer pursuant to DECD guidelines 3. Project Plan Elements, q) in finished format
- Detailed administrative plan prepared by the Developer as required by DECD guidelines 3. Project Plan Elements, r) in finished format
- Relocation plan prepared by the Developer as required by DECD guidelines 3. Project Plan Elements, s) in finished format
- Statement of the number of jobs anticipated and the number and types of existing housing units prepared by the Developer pursuant to DECD guidelines 3. Project Plan Elements, t) in finished format
- Copies of real estate appraisals of the parcels to be acquired, if any, as prepared for the Partnership pursuant to DECD guidelines 3. Project Plan Elements, o)

- Statement of Minority Participation prepared by the Developer pursuant to DECD guidelines 3. Project Plan Elements, w)
- Copies of documents prepared by the Partnership pursuant to DECD guidelines 2. The Application and 3. Project Plan Elements
- Copies of other relevant documents that may be generated during the project

Deliverables: Our deliverables for Task 11 will comprise the following:

- The draft Storrs Center MDP and Design Guidelines report, ready for completion and submission by the Partnership to DECD

Task 12. Project Wrap-Up: We will send a draft copy of the Storrs Center MDP and Design Guidelines Report to the Partnership and Developer for review and comment. Based upon Partnership and Developer comments, and following DECD review and comment, we and the Developer's consultants will refine the report into final digital and hardcopy format for the Partnership's and Developer's completion with documents prepared by the Partnership, reproduction and formal submission. In addition, we will prepare a PowerPoint presentation of the report for the Partnership's and Developer's use. We will then send one (1) preference survey professional to Mansfield, for one (1) day and one (1) evening to:

- Review the report and PowerPoint presentation with the Partnership and UConn leadership
- Present the completed project, during a single evening meeting, to representatives of the Mansfield Town Council & Planning and Zoning Commission, UConn leadership, the participants in the community character workshop, the Windham Region Council of Governments (at the Partnership's discretion), and others the Partnership may designate

OPTIONAL SERVICES

General: The following Optional Services are beyond the scope of Basic Services set forth in Tasks 1 through 12 above, and would be provided only at the Partnership's option and discretion. The purpose of such services would be to enhance the Basic Services described above. The Optional Services described below are included by way of example, and not limitation. Except where described more specifically in this proposal, such services would be the subject of a separate agreement.

Property Surveys: If required pursuant to Task 3. or otherwise, we would prepare Class A-2 Property Surveys with legal descriptions of any interior parcel(s) to be acquired.

Visual Simulations: To further enhance the Community Vision Survey, we would be pleased to prepare one or more visual simulations as described in Task 6.

Retail Consultant: To enhance consideration of the retail component of the project, especially during the marketability study and workshop, we would be pleased to include the services of the Gensler retail group of Houston. We have worked previously with Gensler in this regard. They bring specialized insight to a project with respect to specific design of retail facilities, including color, signage, branding & logo design, and similar considerations, as well as relationships with many national retail chain organizations, both large and small. Information describing Gensler's qualifications in this regard, as well as examples of their work, were provided later in our proposal.

MDP Review Process: Once the MDP report has been submitted to DECD, we would be most pleased to provide ongoing coordination services in connection with the DECD review of the MDP report and application. Such services might include but not be limited to preparation of additional documentation in support of the application and clarification/information meetings with DECD and Partnership representatives.

Developer Request for Proposal (RFP): We would be pleased to assist the Partnership and their Attorney in the preparation of an RFP to be issued to the participating developer for implementation of Storrs Center based upon the approved the MDP.

Regulatory Review Services: We would be pleased to assist the Partnership in preparing documentation in support of applications for regulatory review, in addition to documentation prepared pursuant to Basic Services. These could include, but not necessarily be limited to:

- Schematic architectural floor plans and elevations of some or all of the student housing, commercial /mixed-use and/or residential buildings
- Detailed engineering and landscaping plans
- Display boards comprising colored, rendered foamcore-mounted versions of the above, and of some of the graphics and imagery prepared pursuant to Basic Services
- A PowerPoint presentation of some or all of the foamcore-mounted graphics and imagery, as well as bullet-point outlines of information to be presented to the agency or agencies reviewing the application

W *sgm*

PROPERTY LEGEND

PARCEL	M/B/L	OWNER	ADDRESS	ACRES
A	16.41.13	UCONN	1196, 1024 STORRS RD. STORRS, CT 06268	42.55
B	16.40.10 (part of lot)	UCONN	STORRS RD./ DOG LA. STORRS, CT 06268	1.46
C	16.41.17	UCONN	14 DOG LAKE STORRS, CT 06268	0.70
F	16.41.13A	STATE OF CONN. LEASED TO USPS	1254 STORRS ROAD STORRS, CT 06268	2.52
G	16.41.18	Robarge, Richard & Leslie	18 DOG LAKE STORRS, CT 06268	0.1
H	16.41.16	Wierzocha, Esther	10 DOG LAKE STORRS, CT 06268	0.7
I	16.41.15	Storrs Assoc, LLC	1244 STORRS RD. STORRS, CT 06268	2.2
J	16.41.14	Micholas, Nicholas & Georain	1212 STORRS RD STORRS, CT 06268	0.7
K	16.40.9	Rogers, Steven H, et al	13 DOG LAKE STORRS, CT 06268	0.53

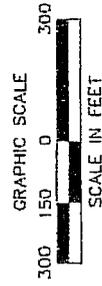


FIG. 1

Designed
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Checked
Scale
Project No.
Date
City File

G.P.F.
P.M.B.
1"=300'
032667
09/20/04
P162616A



MUNICIPAL DEVELOPMENT PLAN PROJECT AREA MAP

STORRS CENTER
MANSFIELD, CONNECTICUT

355 Research Parkway
Mansfield, CT 06108
(203) 640-2615 Fax

ARCHITECTURE
ENGINEERING
LANDSCAPE ARCHITECTURE
LAND SURVEYING
ENVIRONMENTAL SCIENCES



XREF(1)

GUARANTY

THIS GUARANTY is made this 3rd day of August, 2004, by LeylandAlliance LLC, a Delaware limited liability company, having an address at 16 Sterling Lake Road, Tuxedo, NY 10987 (the "Guarantor").

WITNESSETH:

WHEREAS, the Mansfield Downtown Partnership (the "Partnership") has entered into a certain development agreement with Storrs Center Alliance LLC ("SCA") of even date herewith (the "Development Agreement");

WHEREAS, the Guarantor is at present the sole member of SCA and expects to benefit from SCA's entering into the Development Agreement with the Partnership; and

WHEREAS, the Partnership, as a condition precedent to entering into the Development Agreement, has required this Guaranty as security.

NOW, THEREFORE, to induce the Partnership to enter into the Development Agreement, the Guarantor does hereby guarantee unconditionally to the Partnership the full and complete performance and observance of all of SCA's covenants and other obligations contained in the Development Agreement, as it may be amended from time to time in the manner provided in Section 16.6 of that Agreement by the Partnership and SCA (collectively, the "Obligations");

PROVIDED ALWAYS, that upon complete performance of the Obligations, this Guaranty shall terminate and have no further force or effect.

Guarantor further covenants and agrees as follows:

Definitions. All capitalized terms not otherwise defined herein shall have the meanings specified in the Development Agreement.

Waiver by Guarantor. To the fullest extent permitted by applicable law, Guarantor hereby expressly waives and agrees not to assert or in any other manner whatsoever claim or derive any benefit or advantage from: (i) any right to require the Partnership to proceed against SCA or any other person, to resort to any other security for the Obligations, whether held by the Partnership or otherwise, or to exercise or pursue any other right, power or remedy before proceeding against Guarantor; (ii) the defense of the statute of limitations in any action hereunder or for the performance of any Obligation; or (iii) any defense arising by reason of the incapacity, lack of authority, death or disability of any other person, or by reason of the failure of the Partnership to file or enforce a claim against the estate of any other person (whether in administration, bankruptcy or any other proceeding). Guarantor hereby expressly waives presentment and demand for payment, dishonor and notice of dishonor, protest and notice of protest, and any other notice whatsoever required under any applicable law, including without limitation notice of the acceptance of this Guaranty and of the existence, creation or incurring of any new or additional Obligation, or of any action or omission on the part of SCA, the Partnership or any other person. It is the purpose and intent of Guarantor that the Obligations of Guarantor hereunder be absolute and unconditional and shall not be discharged except by performance as herein provided and then only to the extent of such performance.

Rights of the Partnership. Without notice or demand and without affecting, modifying, releasing or limiting in any way the liability of Guarantor,

the Partnership may, in its sole discretion, at any time and from time to time and in such manner and upon such terms as it deems advisable, without effect on Guarantor's liability under this Guaranty: (i) extend the time for performance of any Obligation; (ii) obtain or accept any security or other interest in any property, as additional security for any Obligation, or alter, release or exchange any Obligation or any security therefor; and (iii) release any person now or hereafter liable for any of the Obligations.

Remedies Cumulative. No right or remedy conferred upon or reserved to the Partnership herein is intended to be exclusive of any other right or remedy herein or by law or equity provided, and each and every such right or remedy shall be cumulative and shall be in addition to every other right or remedy hereunder or now or hereafter existing at law or in equity.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty below to evidence its agreement with the foregoing.

LEYLANDALLIANCE LLC

By: Steve J. Maun
Steve J. Maun
President

ATTEST:

By: Henrietta Frey
Title: Accounts Manager

HENRIETTA FREY
Notary Public, State of New York
No. 4997702
Qualified in Orange County
Commission Expires June 15, 2006

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100 Filley Street, Bloomfield, CT 06002
860-796-7100 fax 860-692-7159
hkarina@adelphia.net

September 30, 2005

Town Manager, Martin H. Berliner
Town of Mansfield
Four So. Eagleville Rd.
Mansfield, CT 06268

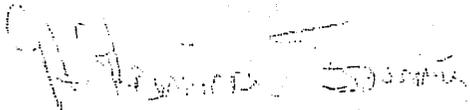
RE: **Wireless Telecommunications Facility**
230 Clover Mill Road, Mansfield, Connecticut

Dear: Town Manager, Martin H. Berliner

Omnipoint Communications Inc. a.k.a. T-Mobile (formerly Voicestream Wireless Corp.) intends to co-locate telecommunications equipment at the tower located at 230 Clover Mill Road, Mansfield. Attached, please find a copy of our application to the CT Siting Council.

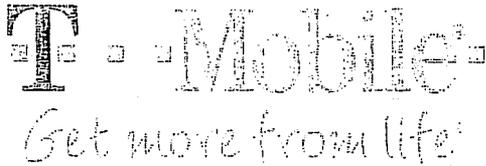
If you have any questions or concerns, please feel free to call me at 860-692-7100, or the CT Siting Council.

Very Truly Yours



Karina Fournier
Zoning Department

Attachment-Application



100 Filley Street, Bloomfield, CT 06002
860-692-7100 fax 860-692-7159
hkarina@adelphia.net

September 30, 2005

BY HAND

Pamela B. Katz, Chairman and
Members of the Siting Council
Connecticut Siting Council
Ten Franklin Square
New Britain, CT 06051

**RE: Tower Sharing Request by T-Mobile
230 Clover Mill Road Mansfield, CT
Latitude: 41 46 33 / Longitude: 72 13 21**

Dear Ms. Katz and Members of the Siting Council:

Pursuant to Connecticut General Statutes (C.G.S.) § 16-50aa, Omnipoint Communications, Inc. a.k.a. T-Mobile (formerly Voicestream Wireless Corp.) hereby requests an order from the Connecticut Siting Council ("Council") to approve the proposed shared use of an existing communications tower, located at 230 Clover Mill Road ("TCP Tower 1002 Mansfield"), in Mansfield, owned by TCP Communications LLC. T-Mobile and TCP Communications have agreed to the shared use of the TCP Tower 1002 Mansfield as detailed below.

TCP Tower 1002 Mansfield

The TCP Tower 1002 Mansfield consists of a one hundred eighty (180) foot high monopole ("Tower") owned and operated by TCP Communications LLC. T-Mobile proposes to locate antennas at a centerline mounting height of one hundred forty eight (148) feet. The equipment will be located within the existing compound at the base of the tower.

TCP Tower 1002 Mansfield

As shown on the enclosed plans prepared by Westcott and Mapes, Inc, including a site plan and tower elevation of the TCP Tower 1002 Mansfield, annexed hereto as Exhibit 1, T-Mobile proposes a shared use of the Facility by placing antennas on the tower and equipment needed to provide personal communications services ("PCS") within the existing site plan. T-Mobile will install nine (9) antennas at the one hundred forty eight (148) foot level of the Tower. Three (3) associated unmanned equipment cabinets will be located at the base of the tower.

Connecticut General Statutes § 16-50aa provides that, upon written request for shared use approval, an order approving such use shall be issued, "if the council finds that the proposed shared use of the facility is technically, legally, environmentally and economically feasible and meets public safety concerns." (C.G.S. § 16-50aa(c)(1).) Further, upon approval of such shared use, it is exclusive and no local zoning or land use approvals are required C.G.S. §16-50x. Shared use of the TCP Tower 1002 Mansfield satisfies the approval criteria set forth in C.G.S. § 16-50aa as follows:

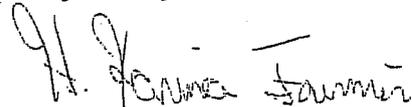
- A. Technical Feasibility The existing Tower and compound were designed to accommodate multiple carriers. A structural analysis of the Tower with the proposed T-Mobile installation has been performed and is attached as Exhibit 2. The structural analysis concludes that the tower can safely accommodate the proposed T-Mobile antennas. The proposed shared use of this Tower is technically feasible. Further there is sufficient room at the base of the facility, thus the site plan will not have to be altered.
- B. Legal Feasibility Pursuant to C.G.S. § 16-50aa, the Council has been authorized to issue an order approving shared use of the existing TCP Tower 1002 Mansfield. (C.G.S. § 16-50aa (C)(1)). Under the authority vested in the Council by C.G.S. § 16-50aa, an order by the Council approving the shared use of a tower would permit the Applicant to obtain a building permit for the proposed installation.
- C. Environmental Feasibility The proposed shared use would have a minimal environmental effect, for the following reasons:

- 1.) The proposed installation would have a de minimis visual impact, and would not cause any significant change or alteration in the physical or environmental characteristics of the existing facility,
 - 2.) The proposed installation by T-Mobile would not increase the height of the tower nor expand the site plan at the TCP Tower 1002 Mansfield and will be of minimal impact to the facility;
 - 3.) The proposed installation would not increase the noise levels at the existing facility boundaries by six decibels or more;
 - 4.) Operation of T-Mobile's antennas at this site would not exceed the total radio frequency electromagnetic radiation power density level adopted by the FCC and Connecticut Department of Health. The "worst case" exposure calculated for the operation of this facility for all carriers would be approximately 15.86 % of the standard. See Radio Frequency Field Survey dated September 28, 2005, prepared by Marlon DePaz, annexed hereto as Exhibit 3;
 - 5.) The proposed shared use of the TCP Tower 1002 Mansfield will not require any water or sanitary facilities, or generate any air emissions or discharges to water bodies. Further, the installation will not generate any traffic other than for periodic maintenance visits.
- D. Economic Feasibility The Applicant and the tower owner have agreed to share use of the TCP Tower 1002 Mansfield on terms agreeable to both parties. The proposed tower sharing is therefore economically feasible.
- E. Public Safety As stated above and evidenced in the Radio Frequency Field Survey annexed hereto as Exhibit 3, the operation of T-Mobile's antennas at this site would not exceed the total radio frequency electromagnetic radiation power density level adopted by the FCC and Connecticut Department of Health. Further, the addition of T-Mobile's telecommunications service in the Mansfield area through shared use of the TCP Tower 1002 Mansfield is expected to enhance the safety and welfare of local residents and travelers through the area resulting in an improvement to public safety in this area.

Conclusion

As delineated above, the proposed shared use of the TCP Tower 1002 Mansfield satisfies the criteria set forth in C.G.S. § 16-50aa, and advances the General Assembly's and the Siting Council's goal of preventing the proliferation of tower in the State of Connecticut. T-Mobile therefore requests the Siting Council issue an order approving the proposed shared use of the TCP Tower 1002 Mansfield.

Respectfully submitted,



Karina Fournier
Zoning Dept.
T-Mobile
100 Filley St.
Bloomfield, CT 06002
(860) 692-7100

cc: Mayor, Elizabeth C. Paterson
Town Manager, Martin H. Berliner

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Martin H. Berliner

From: Virginia D. Walton
Sent: Wednesday, September 28, 2005 1:34 PM
To: Solid Waste Advisory Committee
Cc: Elaine S. Mirkin; Cynthia A. vanZelm
Subject: Low waste event - festival on the green

Item #13

Well folks,
The way we managed the composting and recycling at the Festival went smoother this year. The total amount of waste generated was 123 pounds. Of that 28 pounds were recycled and 60 pounds, of mostly paper waste, will be composted. Plus five cases of soda bottles were returned to Hosmer Mountain Soda (no weight on those). That's a total of 72% that was diverted from the waste stream. Last year we composted/recycled 55% of 100 pounds. A big thank you to all who helped with the work.

Virginia Walton
Recycling Coordinator
Town of Mansfield
4 South Eagleville Rd
Storrs, CT 06268
860-429-3333

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Item #14

Martin H. Berliner

From: Betsy Paterson [betsy_paterson@hotmail.com]
Sent: Wednesday, September 28, 2005 10:24 AM
To: Martin H. Berliner
Subject: FW: NLC News - Reaction to Barton's Proposed Gasoline Act

Another one.

B

From: "Mary Gordon" <GORDON@nlc.org>
 Subject: NLC News - Reaction to Barton's Proposed Gasoline Act
 Date: Tue, 27 Sep 2005 16:58:58 -0400

News from the National League of Cities

Local Land Use Goes Out the Window in Proposed Oil Industry Bail Out, According to Officials from the National League of Cities

For Immediate Release

Contact: Sherry Conway Appel, 202-626-3003

Washington, DC, September 27, 2005--City officials expressed concern today over a proposed House bill sponsored by Rep. Joe Barton (R-Texas) that would strip away local decision-making authority on the siting of oil refineries and dismantle longstanding environmental laws that protect the health and welfare of their constituents. After a review of the proposed draft legislation, "Gasoline for America's Security Act of 2005", officials from the National League of Cities (NLC) have identified several provisions that would preempt state and local land-use authority, while doing nothing to spur economic recovery following Hurricanes Katrina and Rita.

"Though hailed as a post-Katrina package, this bill masks attempts to dismantle environmental laws that are **not** barriers to rebuilding the affected Gulf states," said Donald J. Borut, Executive Director of NLC. "Instead, the goal of this draft legislation seems to be to pass every provision that didn't make it into the recently-enacted energy bill."

NLC is especially concerned about the timing of the bill and the lack of public hearings. The proposed legislation, released late Friday night, is scheduled for a markup by the House Energy and Commerce Committee on Wednesday morning without a single hearing on any of the provisions in the bill. "We are extremely concerned that local governments have had no input into fashioning this bill, which could have major impacts on the quality of life for our communities," Borut said.

The draft legislation would designate the federal government as the final decision maker regarding the siting of refineries and crude oil or refined petroleum pipelines, without the benefit of environmental impact studies, local land use concerns or local public hearings. It would also require all court cases over siting issues to be heard in the District of Columbia Court of Appeals—not the state or local circuit courts.

"We believe that provisions in the proposed legislation regarding reformulated gasoline are back-door attempts at invalidating state laws banning the use of methyl tertiary butyl ether (MTBE), a known carcinogen," said Borut.

The proposed legislation would also change current Clean Air Act requirements that could affect the health of millions of Americans who live downwind of industrial and mobile sources. "These are critical issues to state and local governments charged with protecting the health and welfare of their constituents and with providing for the economic development and growth of their communities," Borut said. "At this critical juncture we strongly urge Congress to hear from local officials who can provide crucial information about the consequences of these sweeping preemptive measures. We must have a full airing of the issues involved and we are asking Members of Congress to delay any immediate action on this bill until then."

For more information, contact Sherry Conway Appel, 202-626-3003.

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Item #15

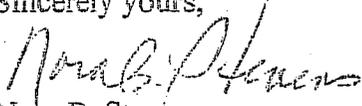
September 25, 2005
143 Hanks Hill Road
Storrs, CT 06268

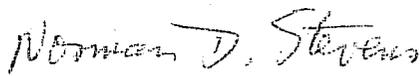
Ms. Elizabeth C. Paterson
Mayor, Town of Mansfield
4 South Eagleville Road
Storrs/Mansfield, CT 06268

Dear Ms. Paterson:

As charter members and regular users, of the Mansfield Community Center, we are strong supporters of the Center and regard it as an important and valuable addition to the town. We hope to support the \$1,000,000 bond issue for the Community Center in this fall's election. The Town Council's May 10th letter to the Voters of Mansfield that accompanied the 2005/2006 budget proposal indicates that, "With... additional programming space, town management feels that sufficient additional funds will be generated in fees to amortize off the new debt service." To help us evaluate that feeling as we arrive at a decision on how to vote, we need to have specific information about the actual operating budget of the Community Center for 2004/2005 and the proposed operating budget for 2005/2006. We would like to have specific information about membership numbers, income from memberships and from programs, and expenditures by category (e.g., salaries and wages). We would also like to have information on the status of the original bond issue that funded the construction of the Community Center. We would appreciate it if you could provide us with this information. We would also encourage you to make this information available to all of the voters of Mansfield before the November election.

Sincerely yours,


Nora B. Stevens


Norman D. Stevens

cc: Town Council
Martin Berliner

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Martin H. Berliner

Item #16

From: Amanda G. Barry
Sent: Tuesday, September 27, 2005 12:05 PM
To: Town Employees
Cc: (meag2323@yahoo.com); (bourquinfamily@aol.com); Lauren Evanovich; 'Margaret Cavanagh'
Subject: Thank you

Hello,

I want to extend thanks to everyone for their support while I was in Houston. The emails and words of encouragement really helped on the days that I was feeling down or missing home. It was an experience that I will never forget and feel fortunate I have an employer who was willing to let me take part in the relief effort. I would also like to thank those who donated to the Red Cross Disaster Relief Fund. The money is guaranteed to help with Disaster Relief and is providing a tremendous amount of aid to the individuals displaced by these disasters. The money is going towards clothes, food, housing, and other services to help people jump-start their lives.

If anyone has any questions feel free to email me. Once again, thank you for your support and generosity.

Amanda

*Amanda Barry
Mansfield Parks and Recreation
10 South Eagleville Road
Storrs/Mansfield, CT 06268
Phone: (860)429-3015
Fax: (860)429-9773*

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TOWN OF MANSFIELD



*Resident Troopers Office / Mansfield Police
4 South Eagleville Road
Mansfield, CT 06250
(860) 429-6024 Telephone
(860) 429-4090 Facsimile*

Press Release

The Mansfield Resident Trooper's office is currently investigating several different fraud investigations. Over the past few weeks residents in the Mansfield area have reported to this office that they have received phone calls from people claiming to be affiliated with federal or health care agencies attempting to obtain bank account numbers as well as bank account routing numbers. Two of the most recent scams have been the following:

Scam #1: The caller purports that they are with **U.S. Government Grant Office**. The caller then claims that the victim has been selected to receive a \$10,000.00 grant they need not re-pay. The caller then requests the victim's bank account number and routing number so the money could be transferred electronically. The caller has at times identified himself as Sgt. Vox.

Scam #2: The caller purports that they are from **Health Net Customer Service** and that the victim has won a \$500.00 prize. The caller then requests the victim's bank account number and routing number so the money could be transferred electronically.

At this time it has not been determined if both scams are be perpetrated by the same organization. Many of the calls came from "blocked" numbers or outside of the Connecticut calling area.

Mansfield Residents are reminded not to provide unknown callers with any bank information such as routing numbers, account numbers, social security numbers or any other specific information related to your personal finances which could be used commit fraud or identity theft.

POC: Sgt. Sean Cox - Mansfield Resident Trooper.

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Member Towns: Ashford
Columbia
Coventry
Hampton
Mansfield
Windham

Item #18

WINDHAM REGION TRANSIT DISTRICT

968 MAIN STREET
WILLIMANTIC, CT 06226
(860) 456-2223
(860) 456-1235 fax

To: Chief Elected Officials, Town Managers

From: Paul Aho, Chairman, Windham Region Transit District
Marge Roach, President, Windham Regional Community Council, Inc.

Subj: Provision of Transportation Services

Date: September 29, 2005

Over the past three months, representatives of Windham Region Transit District and Windham Regional Community Council, Inc. have met both together and separately in an attempt to resolve issues affecting the continued provision of Dial-A-Ride, ADA Paratransit and Route 32 Commuter Services. During the past week, it has been mutually agreed by both organizations to transfer the operation of these services from Windham Regional Community Council, Inc. to Windham Region Transit District, with the transition to be completed by November 30, 2005. Representatives of both organizations will participate on the transition team to ensure a smooth transition without disruption of services.

Martin H. Berliner

From: Lon R. Hultgren
Sent: Thursday, September 29, 2005 11:28 AM
To: Martin H. Berliner
Subject: WRTD - Dial a Ride Future changes

Marty,
As per the WRCC letter that you gave me, WRTD and WRCC will be parting ways on or about Thanksgiving.
WRTD will be acting as their own contractor for Dial a Ride, using the same people who run and drive it now.
They think they can maintain service with the reduced overhead (no Beadle salary), but they are not sure ... they may have to reduce service if they can't keep the same service level acting as their own contractor.
They are also trying to get funds from the DOT, but there are some complications in the funding laws that restrict "bale-out" type funding.

This is what Paul Aho was going to speak with you about, so you don't need to return his call unless you wish to.

Lon